



**US Army Corps
of Engineers**
Philadelphia District

Bank Stabilization and Restoration

**Pea Patch Island, Fort Delaware State Park
New Castle County, Delaware**

Construction Solicitation and Specifications

7 June 2002

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CAUTION TO BIDDERS

All information required by the terms of the Solicitation must be furnished. **MISTAKES OR OMISSIONS CAN BE COSTLY.** Important items for you to check are included in but not limited to those listed below. This checklist is furnished only to assist you in submitting a proper bid. Check as you read.

☐ Are you registered in the Central Contractor Database? See DFARS Clause 252.204-7004 "REQUIRED CENTRAL CONTRACTOR REGISTRATION" in Section 00700 of this solicitation.

☐ Have you acknowledged all amendments? Have you submitted your bid on the latest amended bid schedule?

☐ Have you completed the "Representations and Certifications" {Section 00600} portion of the Solicitation? Is your Contractor Establishment Code listed on the Standard Form 1442?

☐ Is your bid properly signed by an officer of your company?

☐ If a bid guarantee is required, is it included with your bid {A late bid guarantee is treated the same as a late bid.} and is it in the proper amount? {Usually 20 percent of the total bid price, including any options or additives.} If your bid guarantee is in the form of a bid bond, is the bond properly signed by both the bidder and surety and are all required seals affixed? A bid guarantee is required when your bid exceeds \$100,000.00.

☐ Is the name in which you submitted the bid the same on your bid as on the bid bond?

☐ If required, have you entered a unit price for each bid item? {The solicitation will specifically state when this is necessary.}

☐ The Government may reject a bid as nonresponsive if it is materially and mathematically unbalanced as to price for any bid item or combination of items. A bid is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

☐ Are decimals in unit prices in the proper places? Are your figures legible?

☐ Are the extensions of your unit prices, and your total bid price correct?

☐ Are all erasures or corrections initialed by the person signing the bid?

☐ Have you restricted your bid by altering the provisions of the solicitation?

☐ If you are a large business and your bid is greater than \$1,000,000.00 have you included your Sub-Contracting Plan in your bid package? {NOTE: AN AWARD WILL NOT BE MADE WITHOUT AN APPROVED SUB-CONTRACTING PLAN. IN ORDER TO BE APPROVED YOUR PLAN MUST DESIGNATE 5% OF THE TOTAL SUB-CONTRACTING DOLLARS TO SMALL DISADVANTAGED BUSINESSES}.

☐ Is the envelope containing your bid properly identified that it is a sealed bid and does it contain the correct solicitation number and bid opening time?

☐ Will your bid arrive on time? See paragraph entitled "Late Submissions, Modifications, and Withdrawals of Bids" in the Instructions to Bidders {Section 00100} of the solicitation.

July 02, 1998

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INVITATION FOR BIDS
IFB NO. DACW61-02-B-0019

PHILADELPHIA DISTRICT
CORPS OF ENGINEERS

INVITATION FOR BIDS
FOR

BANK STABILIZATION
AND RESTORATION

PEA PATCH ISLAND, FORT DELWARE STATE PARK
NEW CASTLE COUNTY, DELAWARE

I. NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

II. BIDDERS ARE REQUIRED TO COMPLETE THE REPRESENTATIONS AND CERTIFICATIONS PORTION OF SECTION 00600 OF THIS SOLICITATIONS AND SUBMIT THIS WITH THEIR BID.

III. PROSPECTIVE BIDDERS ARE INVITED TO VISIT THE SITE OF THE WORK TO ACQUAINT THEMSELVES WITH THE SITE CONDITIONS AND ANY PROBLEMS INCIDENT TO THE PROSECUTION OF THE WORK. A SITE VISIT OF THE PROJECT SITE WILL BE HELD ON 18 JUN 2002 BEGINNING AT 10:00 AM. ALL ATTENDEES SHALL MEET AT DELAWARE STATE PARK IN DELAWARE CITY. ALL THOSE PLANNING TO ATTEND SHALL CONTACT MR. BILL ROTHERT AT (215) 656-6893 PRIOR TO COB 17 JUN 2002.

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SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>		1. SOLICITATION NO. DACW61-02-B-0019	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 07-Jun-2002	PAGE OF PAGES 1 OF
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.					
4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO. W25PHS-2130-8002		6. PROJECT NO.	
7. ISSUED BY CONTRACTING DIVISION WANAMAKER BUILDING 100 PENN SQUARE EAST PHILADELPHIA PA 19107-3390 TEL: FAX:		CODE DACW61	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE See Item 7 TEL: FAX:		
9. FOR INFORMATION CALL:	A. NAME SANDI FLETCHER		B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 215-656-6915		
SOLICITATION					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".					
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date):</i> SOLICITATION NUMBER: DACW61-02-B-0019 PROJECT TITLE: PEA PATCH ISLAND, BANK STABILIZATION AND RESTORATION, PEA PATCH ISLAND, FORT DELAWARE STATE PARK, NEW CASTLE COUNTY, DELAWARE ISSUE DATE: 7 JUNE 2002 BID OPENING DATE: 10 JULY 2002 - 11:00 A.M. THIS PROCUREMENT IS UNRESTRICTED					
11. The Contractor shall begin performance within <u>14</u> calendar days and complete it within <u>180</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See _____.)</i>					
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				12B. CALENDAR DAYS 10	
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and <u>1</u> copies to perform the work required are due at the place specified in Item 8 by <u>11:00</u> <i>(hour)</i> local time <u>7/10/02</u> <i>(date)</i> . If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required. C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. D. Offers providing less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.					

SOLICITATION, OFFER, AND AWARD (Continued)*(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*15. TELEPHONE NO. *(Include area code)*16. REMITTANCE ADDRESS *(Include only if different than Item 14)***See Item 14**

CODE

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS

SEE SCHEDULE OF PRICES

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS*(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN
OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

SEE SCHEDULE

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
*(4 copies unless otherwise specified)***ITEM**

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c)☐ 41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY

CODE

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**28. NEGOTIATED AGREEMENT** *(Contractor is required to sign this*

document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

**29. AWARD** *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED
TO SIGN *(Type or print)*31A. NAME OF CONTRACTING OFFICER *(Type or print)*

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA
BY

31C. AWARD DATE

BIDDING SCHEDULE
(To be attached to SF 1442)

Description	Estimated Quantity	Unit	Unit Price	Estimated Amount
BASE BID				
1. Mobilization/Demobilization	1	JOB	LS	\$
2. Fill	20,000	CY	\$	\$
3. Riprap Stone	5,474	Ton	\$	\$
4. Leveling Stone	436	Ton	\$	\$
5. Bedding Stone	290	Ton	\$	\$
6. Stone Wall Construction	1,285	LF	\$	\$
7. South Drainage Ditch	750	CY	\$	\$
8. Geotextile	2,790	SY	\$	\$
9. South Sluice Gate Restoration	1	JOB	LS	\$
10. South Drainage Pipe Installation	1	JOB	LS	\$
11. Plantings, South Drainage Ditch	22,000	SF	\$	\$
12. Unexploded Ordnance (UXO)				
- Construction Support	1	JOB	LS	\$

TOTAL ESTIMATED BASE BID AMOUNT: \$

OPTION No. 1

1. North Sluice Gate Restoration	1	JOB	LS	\$
2. North Drainage Pipe Installation	1	JOB	LS	\$
3. North Drainage Ditch	600	CY	\$	\$
4. Plantings, North Drainage Ditch	13,500	SF	\$	\$

5. Unexploded Ordnance (UXO) Construction Support	1	JOB	LS	\$
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TOTAL ESTIMATED OPTION No 1 AMOUNT: \$

TOTAL ESTIMATED BASE BID AND OPTION AMOUNT: \$_____

SECTION 00100 Bidding Schedule/Instructions to Bidders

CLAUSES INCORPORATED BY FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989)

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid, (3) by letter or telegram, or (4) by facsimile, if facsimile bids are authorized in the solicitation. The Government must receive the acknowledgment by the time and at the place specified for receipt of bids.

(End of provision)

52.214-4 FALSE STATEMENTS IN BIDS (APR 1984)

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

(End of provision)

52.214-5 SUBMISSION OF BIDS (MAR 1997)

(a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) (1) addressed to the office specified in the solicitation, and (2) showing the time and date specified for receipt, the solicitation number, and the name and address of the bidder.

(b) Bidders using commercial carrier services shall ensure that the bid is addressed and marked on the outermost envelope or wrapper as prescribed in subparagraphs (a)(1) and (2) of this provision when delivered to the office specified in the solicitation.

(c) Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice.

(d) Facsimile bids, modifications, or withdrawals, will not be considered unless authorized by the solicitation.

(e) Bids submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

(End of provision)

52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

(End of provision)

52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (NOV 1999)

(a) Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the Government office designated in the invitation for bids (IFB) by the time specified in the IFB. If no time is specified in the IFB, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that bids are due.

(b)(1) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of bids is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and--

(i) If it was transmitted through an electronic commerce method authorized by the IFB, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of bids; or

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of bids and was under the Government's control prior to the time set for receipt of bids.

(2) However, a late modification of an otherwise successful bid that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(c) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the bid wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(d) If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the Government office designated for receipt of bids by the exact time specified in the IFB and urgent Government requirements preclude amendment of the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. If the IFB authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision at 52.214-31, Facsimile Bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

(End of provision)

52.214-18 PREPARATION OF BIDS--CONSTRUCTION (APR 1984)

(a) Bids must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a bid must initial each erasure or change appearing on any bid form.

(b) The bid form may require bidders to submit bid prices for one or more items on various bases, including--

(1) Lump sum bidding;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of subparagraphs (1) through (3) above.

(c) If the solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.

(d) Alternate bids will not be considered unless this solicitation authorizes their submission.

(End of provision)

52.214-19 CONTRACT AWARD--SEALED BIDDING--CONSTRUCTION (AUG 1996)

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government, considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may reject any or all bids, and waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.

(d) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed-price contract resulting from this solicitation.

(End of clause)

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS (MAY 2002)

(a) Definitions. Construction material, domestic construction material, and foreign construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER
(MAY 1999)

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration.

(1) The solicitation number (or other procurement identification number).

(2) The offeror's name and remittance address, as stated in the offer.

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.

(5) The offeror's account number and the type of account (checking, savings, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.

(7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Mrs. Linda M. Toth
U.S. Army Engineer District, Philadelphia
Wanamaker Building
100 Penn Square East, Room 643
Philadelphia, Pennsylvania 19107-3390

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

SECTION 00600 Representations & Certifications

CLAUSES INCORPORATED BY FULL TEXT

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 234990 (insert NAICS code).

(2) The small business size standard is \$27.5 million dollars (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [] is, [] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees Avg. Annual Gross Revenues

____ 50 or fewer ____ \$1 million or less

____ 51 - 100 ____ \$1,000,001 - \$2 million

____ 101 - 250 ____ \$2,000,001 - \$3.5 million

____ 251 - 500 ____ \$3,500,001 - \$5 million

____ 501 - 750 ____ \$5,000,001 - \$10 million

____ 751 - 1,000 ____ \$10,000,001 - \$17 million

____ Over 1,000 ____ Over \$17 million

(End of provision)

52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

____ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration(PROONet); or

____ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2)____ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for

the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution

Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAY 2001)

(a) Definitions. As used in this provision--

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) Representation. The offeror represents that it--

☐ is ☐ is not a historically black college or university;

☐ is ☐ is not a minority institution.

(End of provision)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

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SMALL, VETERAN-OWNED SMALL, HUBZONE SMALL, SMALL DISADVANTAGED
AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN

DATE: _____

CONTRACTOR: _____
ADDRESS: _____
SOLICITATION OR CONTRACT NUMBER: _____
ITEM/SERVICE: _____

The following, together with any attachments, is hereby submitted as a Subcontracting Plan to satisfy the applicable requirements of Public Law 95-507 as implemented by OFPP Policy Letter 80-2.

1. (a) The following percentage goals (expressed in terms of a percentage of total planned subcontracting dollars) are applicable to the contract cited above or to the contract awarded under the solicitation cited.

(i) Small Business Concerns: _____% of total planned subcontracting dollars under this contract will go to subcontractors who are small business concerns.

(ii) Veteran-Owned Small Business Concerns: _____ % of total planned subcontracting dollars under this contract will go to subcontractors who are veteran-owned small business concerns. Service-disabled veteran-owned small business concerns meet the definition of veteran-owned small business concerns, and offerors may include them within the subcontracting plan goal for veteran-owned small business concerns. A separate goal for service-disabled veteran-owned small business concerns is not required.

(iii) HUBZone Small Business Concerns: _____ % of total planned subcontracting dollars under this contract will go to subcontractors who are small business concerns located in a historically underutilized business zone which is an area located within one or more qualified census tracts, qualified nonmetropolitan counties, or lands within the external boundaries of an Indian reservation and appear on the List of Qualified HUBZone Small Business Concerns maintained by the SBA. (<http://www.sba.gov/hubzone/>).

(iv) Small Disadvantaged Business Concerns: _____% of total planned subcontracting dollars under this contract will go to subcontractors who are small concerns owned and controlled by socially and economically disadvantaged individuals. This percentage is included in the percentage shown under 1.(a)(i) above, as a subset.

(v) Women-Owned Small Business Concerns: _____% of total planned subcontracting dollars under this contract will go to subcontractors who are women-owned small business concerns. This percentage is included in the percentage shown under 1.(a)(i) above, as a subset.

- (b) The following dollar values correspond to the percentage goals shown in (a) above.

(i) Total dollars planned to be subcontracted to small business concerns:
\$ _____.

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(ii) Total dollars planned to be subcontracted to veteran-owned small business concerns:
\$_____.

(iii) Total dollars planned to be subcontracted to HUBZone small business concerns:
\$_____.

(iv) Total dollars planned to be subcontracted to small disadvantaged business concerns:
\$_____. This dollar amount is included in the amount shown under 1.(b)(i) above, as a subset.

(v) Total dollars planned to be subcontracted to women-owned small business concerns:
\$_____. This dollar amount is included in the amount shown under 1.(b)(i) above, as a subset.

(c) The total estimated dollar value of all planned subcontracting (to all types of business concerns) under this contract is \$_____.

(d) The following principal products and/or services will be subcontracted under this contract, and the distribution among small, veteran-owned small, HUBZone small business, small disadvantaged, and women-owned small business concerns is as follows:

(Products/services planned to be subcontracted to small business concerns are identified by *, veteran-owned small business concerns by **, HUBZone small business concerns by ***, small disadvantaged business concerns by **** and women-owned small business concerns by *****)

(Attachment may be used if additional space is required)

(e) The following method was used in developing subcontract goals (i.e., statement explaining how the product and service areas to be subcontracted were established, how the areas to be subcontracted to small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business concerns were determined, and how small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business concerns capabilities were determined, to include identification of source lists utilized in making those determination).

(f) Indirect and over head costs [_____] have [_____] have not been included in the goals specified in 1(a) and 1(b).

(g) If “have” is checked, explain the method used in determining the proportionate share of indirect and overhead cost to be allocated as subcontracts to small business concerns, veteran-owned small, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

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2. The following individual will administer the subcontracting program:

Name: _____
Address & Telephone: _____
Telephone: _____

This individual's specific duties, as they relate to the firm's subcontracting program are as follows:

General overall responsibility for this company's Small Business Program, the development, preparation and execution of individual subcontracting plans and for monitoring performance relative to contractual subcontracting requirements contained in this plan, including but not limited to:

(a) Developing and maintaining bidders lists of small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business concerns from all possible sources.

(b) Ensuring that procurement packages are structured to permit small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned business concerns to participate to the maximum extent possible.

(c) Assuring inclusion of small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned business concerns in all solicitations for products or services which they are capable of providing.

(d) Reviewing solicitations to remove statements, clauses, etc., which may tend to restrict or prohibit small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned business participation.

(e) Ensuring periodic rotation of potential subcontractors on bidders lists.

(f) Ensuring that the bid proposal review board documents its reasons for rejecting low bids submitted by small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned business concerns.

(g) Ensuring the establishment and maintenance of records of solicitations and subcontract award activity.

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(h) Attending or arranging for attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.

(i) Conducting or arranging for conduct of motivational training for purchasing personnel pursuant to the intent of P.O. 95-507.

(j) Monitoring attainment of proposed goals.

(k) Preparing and submitting periodic subcontracting reports required.

(l) Coordinating contractor's activities during the conduct of compliance reviews by Federal Agencies.

(m) Coordinating the conduct of contractor's activities involving its small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned business subcontracting program.

(n) Additions to (or deletions from) the duties specified above are as follows:

3. The following efforts will be taken to assure that small, veteran-owned small, HUBZone, small, small disadvantaged, and women-owned business concerns will have an equitable opportunity to compete for subcontracts:

(a) Outreach efforts will be made as follows:

(i) Contacts with minority and small business trade associations

(ii) Contacts with business development organizations

(iii) Attendance at small and minority business procurement conferences

(iv) Sources will be requested from SBA's PASS system.

(b) The following internal efforts will be made to guide and encourage buyers:

(i) Workshops, seminars and training programs will be conducted

(ii) Activities will be monitored to evaluate compliance with this subcontracting plan.

(c) Small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned business concern source lists, guides and other data identifying small, veteran-owned small,

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HUBZone small, small disadvantaged, and women-owned business concerns will be maintained and utilized by buyers in soliciting subcontracts.

(d) Additions to (or deletions from) the above listed efforts are as follows:

4. The bidder (contractor) agrees that the clause entitled Utilization of Small, veteran-owned small, HUBZone Small, Small Disadvantaged, and Women-Owned Small Business Concerns will be included in all subcontracts which offer further subcontracting opportunities, and all subcontractors except small business concerns who receive subcontracts in excess of \$500,000 will be required to adopt and comply with a subcontracting plan similar to this one. Such plans will be reviewed by comparing them with the provisions of Public Law 95-507, and assuring that all minimum requirements of an acceptable subcontracting plan have been satisfied. The acceptability of percentage goals shall be determined on a case-by-case basis depending on the supplies/services involved, the availability of potential small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned subcontractors, and prior experience. Once approved and implemented, plans will be monitored through the submission of periodic reports, and/or, as time and availability of funds permit, periodic visits to subcontractors facilities to review applicable records and subcontracting program progress.

5. The bidder (contractor) agrees to submit such periodic reports and cooperate in any studies or surveys as may be required by the contracting agency or the Small business Administration in order to determine the extent of compliance by the bidder with the subcontracting plan and with the clause entitled Utilization of Small, veteran-owned small, HUBZone Small, Small Disadvantaged, and Women-Owned Small Business Concerns, contained in the contract.

6. The bidder (contractor) agrees that he will maintain at least the following types of records to document compliance with this subcontracting plan:

(a) Small, veteran-owned small, HUBZone Small, Small Disadvantaged, and Women-Owned Business concern source lists, guides and other data identifying SB/HZSB/SDB/WO vendors.

(b) Organizations contacted for small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned business sources.

(c) On a contract-by-contract basis, records on all subcontract solicitations over \$100,000, indicating on each solicitation (1) whether small business concerns were solicited, and if not, why not; (2) whether veteran-owned small business concerns were solicited, and if not, why not; (3) whether HUBZone small business concerns were solicited, and if not, why not; (4) whether small disadvantaged business concerns were solicited, and if not, why not; (5) whether women-owned business concerns were solicited and if not, why not; and (6) reasons for the failure of

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solicited small, veteran-owned small, HUBZone small, small disadvantaged, or women-owned business concerns to receive the subcontract award.

(d) Records to support other outreach efforts: Contacts with Minority and Small Business Trade Associations, etc. Attendance at small and minority business procurement conferences and trade fairs.

(e) Records to support internal activities to guide and encourage buyers: Workshops, seminars, training programs, etc. Monitoring activities to evaluate compliance.

(f) On a contract-by-contract basis, records to support subcontract award data to include name and address or subcontractor .

(g) Records to be maintained in addition to the above are as follows:

Signed: _____
Typed Name: _____
Title: _____
Date: _____

Plan Accepted By: _____
Contracting Officer

Date: _____

NOTE TO CONTRACTING OFFICER: Upon incorporation of a plan into the contract, indicate herein the estimated dollar value of the contract:

\$ _____.

SECTION 00700 Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS. (DEC 2001)

(a) Agency head or head of the agency means the Secretary (Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, unless otherwise indicated, including any deputy or assistant chief official of the executive agency.

(b) Commercial component means any component that is a commercial item.

(c) Commercial item means--

(1) Any item, other than real property, that is of a type customarily used by the public or by non-governmental entities for purposes other than governmental purposes, and that--

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if--

(i) Such services are procured for support of an item referred to in paragraph (c)(1), (2), (3), or (4) of this definition, regardless of whether such services are provided by the same source or at the same time as the item; and

(ii) The source of such services provides similar services contemporaneously to the general public under terms and conditions similar to those offered to the Federal Government;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed. For purposes of these services--

(i) Catalog price means a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or vendor, is either published or otherwise available for inspection by customers, and states prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public; and

(ii) Market prices means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.

(7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(d) Component means any item supplied to the Government as part of an end item or of another component, except that for use in 52.225-9, and 52.225-11 see the definitions in 52.225-9(a) and 52.225-11(a).

(e) Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(f) Nondevelopmental item means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (f)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (f)(1) or (f)(2) solely because the item is not yet in use.

(g) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of clause)

52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United

States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of clause)

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit

specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

(1) The awarding of any Federal contract.

(2) The making of any Federal grant.

(3) The making of any Federal loan.

(4) The entering into of any cooperative agreement.

(5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.
- (3) A special Government employee, as defined in section 202, Title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding

of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person

for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or

negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or

negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(a) Definitions. As used in this clause--

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.” For paper and paper products, postconsumer material means “postconsumer fiber” defined by the U.S. Environmental Protection Agency (EPA) as--

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

“Printed or copied double-sided” means printing or reproducing a document so that information is on both sides of a sheet of paper.

“Recovered material,” for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as “recovered fiber” and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting

from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

52.211-13 TIME EXTENSIONS (SEP 2000)

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

(End of clause)

52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

52.214-29 ORDER OF PRECEDENCE--SEALED BIDDING (JAN 1986)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

___ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned

small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

Definitions. As used in this contract--

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern means a small business concern that represents, as part of its offer that--

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

52.222-3 CONVICT LABOR (AUG 1996)

The Contractor agrees not to employ in the performance of this contract any person undergoing a sentence of imprisonment which has been imposed by any court of a State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands. This limitation, however, shall not prohibit the employment by the Contractor in the performance of this contract of persons on parole or probation to work at paid employment during the term of their sentence or persons who have been pardoned or who have served their terms. Nor shall it prohibit the employment by the Contractor in the performance of this contract of persons confined for violation of the laws of any of the States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(a)(1) The worker is paid or is in an approved work training program on a voluntary basis;

(2) Representatives of local union central bodies or similar labor union organizations have been consulted;

(3) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services; and

(4) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(b) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (SEP 2000)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required

or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts exceeding \$100,000 and require subcontractors to include these provisions in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

52.222-6 DAVIS-BACON ACT (FEB 1995)

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under

plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage

determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(d) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(End of clause)

52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written

notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(End of clause)

52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify--

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible

deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for

inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(End of clause)

52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the

applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(End of clause)

52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(End of clause)

52.222-11 SUBCONTRACTS (LABOR STANDARDS (FEB 1988)

(a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act-Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination-Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.

(b)(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

(End of clause)

52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)

A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

(End of clause)

52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

(End of clause)

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(End of clause)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
12.3%	6.9%

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These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is SMSA 9160, Wilmington, DE-NJ-MD.

52.222-26 EQUAL OPPORTUNITY (APR 2002)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment

advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the

Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)

(a) Definitions. "Covered area," as used in this clause, means the geographical area described in the solicitation for this contract.

"Deputy Assistant Secretary," as used in this clause, means Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, or a designee.

"Employer's identification number," as used in this clause, means the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

"Minority," as used in this clause, means--

(1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

(3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin); and

(4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.

(c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in

which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.

(d) The Contractor shall implement the affirmative action procedures in subparagraphs (g)(1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(e) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.

(f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(g) The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.

(4) Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) of this clause.

(6) Disseminate the Contractor's equal employment policy by--

(i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;

(ii) Including the policy in any policy manual and in collective bargaining agreements;

(iii) Publicizing the policy in the company newspaper, annual report, etc.;

(iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and

(v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.

(7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.

(11) Validate all tests and other selection requirements where required under 41 CFR 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user rest rooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

(15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.

(h) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g)(1) through (16) of this clause. The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs (g)(1) through (16) of this clause, provided the Contractor--

(1) Actively participates in the group;

(2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;

(3) Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;

(4) Makes a good-faith effort to meet its individual goals and timetables; and

(5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

(i) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(j) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(l) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.

(n) The Contractor shall designate a responsible official to--

(1) Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;

(2) Submit reports as may be required by the Government; and

(3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily

understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Definitions. As used in this clause--

All employment openings means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

Executive and top management means any employee--

- (1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;
- (2) Who customarily and regularly directs the work of two or more other employees;
- (3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;
- (4) Who customarily and regularly exercises discretionary powers; and
- (5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

Other eligible veteran means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

Positions that will be filled from within the Contractor's organization means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Qualified special disabled veteran means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

Special disabled veteran means--

- (1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--
 - (i) Rated at 30 percent or more; or
 - (ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or
- (2) A person who was discharged or released from active duty because of a service-connected disability.

Veteran of the Vietnam era means a person who--

- (1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--
 - (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General. (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings. (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not

intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings. (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of clause)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of special disabled veterans, the number of veterans of the Vietnam era, and other eligible veterans in the workforce of the Contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of special disabled veterans, the number of veterans of the Vietnam era, and the number of other eligible veterans; and

(3) The maximum number and the minimum number of employees of the Contractor during the period covered by the report.

(b) The Contractor shall report the above items by completing the Form VETS-100, entitled "Federal Contractor Veterans" Employment Report (VETS-100 Report)".

(c) The Contractor shall submit VETS-100 Reports no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date--

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The Contractor shall base the count of veterans reported according to paragraph (a) of this clause on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled

veterans, veterans of the Vietnam era, and other eligible veterans who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that--

(1) The information is voluntarily provided;

(2) The information will be kept confidential;

(3) Disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and

(4) The information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

(End of clause)

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to deter- mine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved

for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior

calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

(End of clause)

52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (MAY 2002)

(a) Definitions. As used in this clause--

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site

preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows:
“none”

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the

contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1			
Foreign construction material....			
Domestic construction material...			
Item 2			
Foreign construction material....			
Domestic construction material...			

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry

certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)

(a) The Contractor shall not acquire, for use in the performance of this contract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States under regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries are Cuba, Iran, Iraq, Libya, North Korea, Sudan, the territory of Afghanistan controlled by the Taliban, and Serbia (excluding the territory of Kosovo).

(b) The Contractor shall not acquire for use in the performance of this contract any supplies or services from entities controlled by the government of Iraq.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)

(a) Definitions. As used in this clause:

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitute a not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, group, pueblo or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1542(c).

"Interested party" means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contractor shall use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an

interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs (BIA), Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street, NW., MS 2626-MIB, Washington, DC 20240-4000.

The BIA will determine the eligibility and notify the Contracting Officer. No incentive payment will be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

(i) The estimated cost of a cost-type contract.

(ii) The target cost of a cost-plus-incentive-fee prime contract.

(iii) The target cost and ceiling price of a fixed-price incentive prime contract.

(iv) The price of a firm-fixed-price prime contract.

(3) The amount of the adjustment to the prime contract is 5 percent of the estimated cost, target cost, or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(c) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer will seek funding in accordance with agency procedures.

(End of clause)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.)

(End of clause)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at (FAR) 2.101 to exceed the dollar amount set forth in 13.000 of the Federal Acquisition Regulation (FAR).

(End of clause)

52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984)

Except as otherwise provided, the Contractor agrees to indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of performing this contract or out of the use or disposal by or for the account of the Government of supplies furnished or work performed under this contract.

(End of clause)

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be 20% of the bid price or \$3,000,000.00, whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if--

(a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government.

(b) Any surety fails to furnish reports on its financial condition as required by the Government;

(c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or

(d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (JUL 2000)-

(a) Definitions. As used in this clause--

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 270b(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)

(a) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax," as used in this clause, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax," as used in this clause, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the

Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 1997)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that--

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract,

and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Name)

(Title)

(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall--

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including

coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

52.232-17 INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the

Federal Acquisition Regulation in effect on the date of this contract.

(End of clause)

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (FEB 2002)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days,

unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.

(A) The due date for making such payments is 30 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 30th day after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7

days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(xi) Any other information or documentation required by the contract.

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government

officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(6) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flow-down. A clause requiring each subcontractor to use:

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without

incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under paragraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.

(f) Third-party deficiency reports--(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to

as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying--

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a

subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(l) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

52.233-1 DISPUTES. (DEC 1998)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim

relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the

Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request

for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the

most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(End of clause)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

(End of clause)

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND

IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during

contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting

Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

(End of clause)

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the

clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

(End of clause)

52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

52.236-13 ACCIDENT PREVENTION (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(End of clause)

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including

acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of

the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for

complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

(End of clause)

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

(End of clause)

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily

caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly.

However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract. (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

52.243-4 CHANGES (AUG 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Government-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

- (1) the date, circumstances, and source of the order and
- (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

(1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(End of clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2002)

(a) Definitions. As used this clause--

"Commercial item", has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

52.248-3 VALUE ENGINEERING--CONSTRUCTION (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for

(i) the affected portions of the existing contract requirement and

(ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) Government action.

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing.

(1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by

(i) 45 percent for fixed-price contracts or

(ii) 75 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to--

(i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.

(h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(i) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering-- Construction clause of contract , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations." If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of--

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of

termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if--

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include

(i) acts of God or of the public enemy,

(ii) acts of the Government in either its sovereign or contractual capacity,

(iii) acts of another Contractor in the performance of a contract with the Government,

(iv) fires,

(v) floods,

(vi) epidemics,

(vii) quarantine restrictions,

(viii) strikes,

(ix) freight embargoes,

(x) unusually severe weather, or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts

and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)

(a) Definitions. As used in this clause—

(1) “Arising out of a contract with the DoD” means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) “Conviction of fraud or any other felony” means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of *nolo contendere*, for which sentence has been imposed.

(3) “Date of conviction” means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;

(2) On the board of directors of any DoD contractor or first-tier subcontractor;

- (3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or
- (4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.
- (c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.
- (d) 10 U.S.C. 2408 provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly—
 - (1) Employing a person under a prohibition specified in paragraph (b) of this clause; or
 - (2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.
- (e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—
 - (1) Suspension or debarment;
 - (2) Cancellation of the contract at no cost to the Government; or
 - (3) Termination of the contract for default.
- (f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—
 - (1) The person involved;
 - (2) The nature of the conviction and resultant sentence or punishment imposed;
 - (3) The reasons for the requested waiver; and
 - (4) An explanation of why a waiver is in the interest of national security.
- (g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.
- (h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(NOV 2001)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties

Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

(End of clause)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

(a) Definitions. As used in this clause--

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concerns, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(End of clause)

252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN. (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown --

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for --

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

252.236-7004 PAYMENT FOR MOBILIZATION AND DEMOBILIZATION. (DEC 1991)

(a) The Government will pay all costs for the mobilization and demobilization of all of the Contractor's plant and equipment at the contract lump sum price for this item.

(1) 60 percent of the lump sum price upon completion of the contractor's mobilization at the work site.

(2) The remaining 40 percent upon completion of demobilization.

(b) The Contracting Officer may require the Contractor to furnish cost data to justify this portion of the bid if the Contracting Officer believes that the percentages in paragraphs (a) (1) and (2) of this clause do not bear a reasonable relation to the cost of the work in this contract.

(1) Failure to justify such price to the satisfaction of the Contracting Officer will result in payment, as determined by the Contracting Officer, of --

(i) Actual mobilization costs at completion of mobilization;

(ii) Actual demobilization costs at completion of demobilization; and

(iii) The remainder of this item in the final payment under this contract.

(2) The Contracting Officer's determination of the actual costs in paragraph (b)(1) of this clause is not subject to appeal.

252.236-7008 CONTRACT PRICES - BIDDING SCHEDULES. (DEC 1991)

(a) The Government's payment for the items listed in the Bidding Schedule shall constitute full compensation to the Contractor for --

(1) Furnishing all plant, labor, equipment, appliances, and materials; and

(2) Performing all operations required to complete the work in conformity with the drawings and specifications.

(b) The Contractor shall include in the prices for the items listed in the Bidding Schedule all costs for work in the specifications, whether or not specifically listed in the Bidding Schedule.

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine

tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and

facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information --

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief --

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL _____		_____

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) The Contractor shall include this clause, including this paragraph (h), in all subcontractors under this contract that--

- (1) Exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation; and
- (2) Are for a type of supplies described in paragraph (b)(3) of this clause.

(End of clause)

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

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SPECIAL CLAUSES

SC-1 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 14 calendar days after the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the Base Bid work within 180 calendar days after notice to proceed. The Contracting Officer has the right to exercise Option No. 1, within 60 days after the Contractor receives the notice to proceed. If Option No. 1 is awarded, the option performance period will be included within the Base Bid performance period of 180 calendar days. Total combined contract performance time of Base Bid and Option No. 1 shall not exceed 180 calendar days after the date the Contractor receives the Base Bid notice to proceed. The time stated for completion of the Base Bid and Option No. 1 shall include final cleanup of the premises. (FAR 52.211-10)

NOTE: Due to environmental restrictions, the Contractor shall not begin any work north of the sluiceway until 16 September 2002. The initial days of the contract shall be used for submission of submittals and other administrative requirements of the contract.

SC-2 LIQUIDATED DAMAGES - CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$700.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause. (FAR 52.211-12)

SC-3 CONTINUING CONTRACTS (MARCH 1995 EFARS)

a. This is a continuing contract, as authorized by Section 10 of the River and Harbor Act of September 22, 1922 (33 U.S. Code 621). The payment of some portion of the contract price is dependent upon reservations of funds from future appropriations, and from future contribution to the project having one or more non-federal project sponsors. The responsibilities of the Government are limited by this clause notwithstanding any contrary provision of the "Payments to Contractor" clause or any other clause of this contract.

b. The sum of \$300,000 has been reserved for this contract and is available for payments to the Contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds together with funds provided by one or more non-federal project sponsors will be reserved for this contract.

c. Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not entitle the Contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs f and i below. No such failure shall constitute a breach of this contract, except that this provision shall not bar a breach-of-contract action if an amount finally determined to be due as a

termination allowance remains unpaid for one year due solely to a failure to reserve sufficient additional funds therefore.

d. The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The Contracting Officer will promptly notify the Contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.

e. If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the Contractor shall give written notice to the Contracting Officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under the contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

f. No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. The Contractor shall be entitled to simple interest on any payment that the Contracting Officer determines was actually earned under the terms of the contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 STAT 97, as in effect on the first day of the delay in such payment.

g. Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the Contractor to any price adjustment under the "Suspension of Work" clause or in any other manner under this contract.

h. An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

i. If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the Contractor, by written notice delivered to the Contracting Officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be considered a termination for the convenience of the Government.

j. If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the Contractor because of work performed and to be performed under the contract during the fiscal year, the Government reserves the right, after notice to the Contractor, to reduce said reservation by the amount of such excess. (EFAR 52.232-5000)

SC-4 CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS

a. The Government will check all drawings furnished on the CD, immediately upon receipt;

b. The Contractor shall -

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies; and
- (4) Be responsible for any errors which might have been avoided by complying with this paragraph (b).

c. Large scale drawings shall, in general, govern small scale drawings. Figures marked on drawings shall, in general, be followed in preference to scale measurements.

d. Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the contractor from performing such omitted or misdescribed details of the work, but shall be performed as if fully and correctly set forth and described in the drawings and specifications.

e. The work shall conform to the specifications and the contract drawings identified on the following, all of which are available in the office of the District Engineer, U.S. Army Engineer District, Philadelphia, Room 643, Wanamaker Building, 100 Penn Square East, Philadelphia, PA 19107. Drawings are titled: "Pea Patch Island, Fort Delaware State Park, New Castle County, Delaware, Bank Stabilization and Restoration." The list of drawings set out on Sheet 1 of 9 entitled "List of Drawings" is hereby incorporated by reference into this clause. (DFARS 252.236-7001).

SC-5 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor. (FAR 52.236-4)

a. The indications of physical conditions on the drawings and in the specifications are the result of site investigations conducted during the dates indicated on the contract drawings.

b. Weather Conditions. The climate of the area is referred to as "continental" by climatologists, characterized by cold winters and moderately hot summers. Complete weather records and reports may be obtained from the local U.S. Weather Bureau Office nearest to the work site. The Contractor shall satisfy himself as to the hazards likely to arise from weather conditions during the construction period. It is believed that work can be performed during all seasons of the year except during winter months when ice conditions may interfere with dredging operations, subject to the seasonal time restrictions specified in Section 02390 DREDGED FILL.

d. Channel Traffic. Traffic in the work area consists of ocean going and coastwise vessels, tugs and barges, and pleasure craft. Passing vessels may interfere with dredging operations.

c. Transportation Facilities. The work site is accessible by water only.

d. Tide Data. The mean range of tides at the site of the work is approximately 6.18 feet (from MLLW to MHHW).

e. Magnitude of the Contract Work. The estimated value of the contract work is between \$1,000,000 and \$5,000,000.

f. Hours of Work. Unless otherwise specified, the Contractor shall be permitted to perform the contract work between the hours of 7:45 am and 4:30 pm, Monday through Friday. Federal holidays (New Year's Day, Martin Luther King Jr's Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day) that fall within the work week will not be considered as work days. Prior to performing any work during hours other than those specified, the Contractor shall submit an overtime request to the Contracting Officer for review and approval. Overtime requests shall be submitted not less than 24 hours prior to the time the Contractor desires to perform the overtime work. The Contractor shall provide at least a 24 hour advanced notification to establish when on-site work will commence and prior to restarting on-site work following any stoppage of work lasting longer than five normal workdays. Notification shall be provided by phone, or person, or in writing, and shall be given directly to the Contracting Officer.

g. Obstruction of Channel. The Government will not undertake to keep the channel free from vessels or other obstructions, except to the extent of such regulations if any, as may be prescribed by the Secretary of the Army, in accordance with the provisions of Section 7 of the River and Harbor Act approved 8 August 1917. The Contractor will be required to conduct the work in such manner as to obstruct navigation as little as possible, and in case the Contractor's barges so obstructs the channel as to make difficult or endanger the passage of vessels, said barges shall be promptly moved on the approach of any vessel to such as extent as may be necessary to afford a practicable passage. The Contractor shall request the U.S. Coast Guard to issue a Notice to Mariners for each work assignment advising navigation interests that the Contractor will be operating at the breakwater and borrow area. The Contractor shall submit each such request to the U.S. Coast Guard, MSO/Group Philadelphia, 1 Washington Avenue, Philadelphia, PA 19147-4395. The Contractor shall furnish a copy of each request to the Contracting Officer not less than five days prior to the start of work. Each request shall contain the approximate time required for completion of the work. Upon completion of work, the Contractor shall promptly remove his barges, including ranges, buoys, piles and other marks placed by him under the contract in navigable waters and on shore.

h. Navigation Aids. The Contractor shall not relocate or move any aids to navigation that have been established by the U.S. Coast Guard. If it becomes necessary to have any aid to navigation moved in order to complete work under this contract, the Contractor shall notify the U.S. Coast Guard at least 15 days prior to the desired date for movement of the aid. All requests shall be made in writing to: Commander (OAN), Fifth Coast Guard District, 431 Crawford Street, Portsmouth, VA 23704. A copy of each request shall be furnished to the Contracting Officer.

i. Laying of Submerged Pipelines and Obstruction of Channel. When the disposal area is on the opposite side of the navigation channel from the dredging area, a submerged pipeline shall be used to cross the channel. If the submerged line is to be placed across a navigable channel, the Contractor shall submit a request for approval, at least three working days (Sundays and holidays excluded) prior to the desired closure date, to the U.S. Coast Guard, MSO/Group Philadelphia, 1 Washington Avenue, Philadelphia, PA 19106 for the Delaware River and to Commander (OAN), Fifth Coast Guard District, 431 Crawford Street, Portsmouth, VA 23704 for the Chesapeake and Delaware Canal. A copy of each request containing the

following information shall be submitted to the Contracting Officer:

- (1) Location (Channel Centerline Stationing) and depth (over the top of the pipeline) at which the submerged line will be placed;
- (2) The desired length of time the channel is to be closed;
- (3) The date and hour placement or removal will commence;
- (4) The date and hour of anticipated completion; and
- (5) The name and telephone number of the person to be contacted for information and response to any emergency condition.

The Coast Guard has indicated that the requirements of navigation may make it necessary to establish times other than those requested. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE HIS PLANS WITH THE COAST GUARD SUFFICIENTLY IN ADVANCE OF THE PLANNED CLOSING TO PREVENT DELAY TO THE DREDGING OPERATIONS AND COMPLY WITH THE COAST GUARD REQUIREMENTS. The minimum depth to the top of any submerged pipe in the Delaware River shall not be less than 40 feet (MLLW) in the channel.

j. Bridge and Utility Line Crossings (Delaware River):

- (1) Bridges: The following bridges cross the Delaware River between Delaware Bay and Philadelphia, PA. The vertical clearances presented are above Mean High Water.

LOCATION	TYPE	HORIZONTAL CLEARANCE	VERTICAL CLEARANCE	MILES ABOVE MOUTH
Del. Memorial Twin Bridges Pigeon Point, Delaware	Fixed Hwy.	2000 ft.	175 ft.	68.9
Commodore Barry Bridge, Chester, PA	Fixed Hwy.	1644 ft.	180 ft.	81.4
Walt Whitman Bridge Packer Avenue, Philadelphia, PA	Fixed Hwy.	1930 ft.	139 ft.	96.8
Benjamin Franklin Bridge, Race Street, Philadelphia, PA	Fixed Hwy.	1686 ft.	129 ft.	100.2
Penn Central RR Co.	Vert. Lift	500 ft.	49 ft. (down) 135 ft. (up)	104.6

- (2) The location and elevation of oil, gas, telephone and power lines crossing the river are shown in the following table:

LOCATION	DESCRIPTION	ELEVATION
Just north of Pea Patch Island between Red Lion Creek, DE and Killcohook National Wildlife Refuge	Aerial power cables (Delmarva Power & Light Co.)	Min. Height 223 ft above MHW across navigation channel

New Castle, Del. across Deepwater Range to Penns Beach, NJ	2 Submarine telephone cables (AT & T)	Min. depth 59 ft. below MLW across channel
Pigeon Pt., Del. to Deepwater Pt., NJ	8 Submarine power cables (Del. Power & Light Co.)	50 ft. below MLW on natural bottom
Claymont, Del. across Marcus Hook Range to Logan Twp., NJ	20 inch submarine gas pipeline (Columbia Gas Transmission Corp.)	Min. depth 60 ft. below MLW across channel
Lower end of Marcus Hook Anchorage, between New Castle Co., DE & Logan Twp. Gloucester, Co., NJ	1-8 inch, 3-6 inch, and 3-4 inch submarine pipe lines (Sunolin Chemical Co.)	Min. depth 60 ft. below MLW
Lower end of Marcus Hook Anchorage, between New Castle Co., DE & Logan Twp. Gloucester, Co., NJ	1-16 inch submarine pipe line (Transcontinental Gas Pipeline Co.)	Min. depth 60 ft. below MLW
Just south of Del. State line across Marcus Hook Range and Anchorage between Claymont, Del. and Logan Twp., NJ	2-30 inch submarine oil pipelines (Colonial Pipeline Co.)	Min. depth 57 ft. below MLW across channel and anchorage
Just north of Del. State line at Marcus Hook, PA to a point 1-1/2 miles downstream from mouth of Raccoon Creek, Logan Twp., Gloucester Co., NJ	12 inch Submarine gas pipeline (Transcontinental Gas Pipeline Corp.)	65 ft. below MLW across channel and present anchorage
Near upstream end of Marcus Hook Range, between Chester, PA and Logan Twp., Gloucester Co., NJ	2-20 inch, 1-6 inch submarine gas pipelines (Transcontinental Pipeline Corp.)	Min. depth 52.6 ft. below MLW across channel and anchorage
Near upstream end of Marcus Hook Range, between Chester, PA and Logan Twp., Gloucester Co., NJ	Aerial power cables (Phila. Elec. Co. & Atlantic City Elec. Co.)	Min. height 210 ft. above MHW
Near upstream end of Marcus Hook Range, between Chester, PA and Logan Twp., Gloucester Co., NJ	Submarine power cables (Phila. Elec. Co. & Atlantic City Elect. Co.) 2 cables between PA shore & westerly tower and 2 cables between NJ shore & easterly tower	On bed of river
Approximately 50 ft. below Tinicum Range Front Light between	1-8 inch, 1-10 inch, 1-12 inch, submarine pipelines (Sacony	Min. depth 56 ft. below MLW

Paulsboro, NJ and Tinicum Twp., Del. Co., PA	Vacuum Oil Co.)	
Between Hog Island, Delaware Co., PA & West Deptford, NJ	1-10 inch, submarine petroleum pipeline (Colonial Pipeline Co.)	Min. depth 58 ft. below MLW
Opposite International Airport, Phila., PA across Mifflin Range Sta. 65+550	1-24 inch, submarine pipeline (Laurel Pipeline Co.)	60 ft. below MLW across channel and anchorage
Opposite International Airport, Phila., PA, across Mifflin Range Sta. 64+750	1-8 inch, 1-12 inch, submarine petroleum pipe lines (Sinclair Pipe Line Co. & Gulf Oil Corps.)	55 ft. below MLW across channel and anchorage
1600 ft. downstream Walt Whitman Bridge	2-10 inch, submarine gas pipe lines (Transcontinental Gas Pipe Line Corp.)	60 ft. below MLW across channel and anchorage
Foot of Arch St. Phila., PA, to foot of Penn St., Camden, NJ	12 submarine telephone cables, 3 submarine pipelines (Bell Telephone Co. of PA)	In single trench, 50 ft. below MLW between U.S. Govt. pier-head lines
Just north of Ben Franklin Bridge from American Dredging Co. property in Camden, NJ to Pier 25 in Phila. PA	Submerged fiber optics cable (Lightnet Corp.)	Min. depth 10 ft below authorized Federal project depths

The Contractor shall take all necessary precautions to prevent damage to these utilities. The Contractor shall cause timely notice of the dredging to be given to the owners and, when in the opinion of the Contractor such action is necessary, he shall request that the Government require said owner or owners to mark the pipelines or move the cables so as to avoid interference with the dredging operations. Any request made by the Contractor shall be within 30 days following his receipt of the Notice to Proceed.

k. Bridge to Bridge Radio Telephone Equipment. In order that radio telephone communication may be made with passing vessels, all dredges engaged in work under the contract shall be equipped with and operate bridge-to-bridge radio telephone equipment. The radio telephone equipment shall operate on VHF Channel 13 (156.65 MHz) with low power output having a communication range of approximately ten miles. The frequency has been approved by the Federal Communication Commission.

l. The Delaware River, Philadelphia to the Sea Project was last dredged under DACW61-00-C-0031 by Norfolk Dredging Company.

n. Abstracts of bottom samples and other information regarding the character of the material to be dredged can be found in specification Section 00850. Channel bottom samples are available in the project office at Fort Mifflin, Philadelphia, PA. The contractor shall contact Tom Groff

of the Philadelphia District, telephone (215)656-6738, to arrange access to the samples.

SC-6 LAYOUT OF WORK (1965 APR OCE)

The Contractor shall lay out its work from Government-established survey controls (see Section 00840) and shall be responsible for all measurements in connection therewith. The Contractor shall furnish, at its own expense, such stakes, templates, platforms, equipment, range markers and labor as may be required in laying out any part of the work from the triangulation stations and bench marks established by the Government. The Contractor shall be responsible for the execution of the work to such lines and grades as may be established or indicated by the Contracting Officer. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through his negligence, prior to their authorized removal, they may be replaced by the Contracting Officer at his discretion. The expense of replacement will be deducted from any amounts due, or to become due, the Contractor. (CENAP)

SC-7 DAMAGE TO WORK

The responsibility for damage to any part of the permanent work shall be as set forth in the clause of the contract entitled "Permits and Responsibilities". However, if, in the judgement of the Contracting Officer, any part of the permanent work performed by the Contractor is damaged by flood or hurricane, which damage is not due to the failure of the Contractor to take reasonable precautions or to exercise sound engineering and construction practices in the conduct of the work, the Contractor shall make the repairs as ordered by the Contracting Officer and full compensation for such repairs will be made at the applicable contract unit or lump sum prices as fixed and established in the contract. If, in the opinion of the Contracting Officer, there are no contract unit or lump sum prices applicable to any part of such work, and equitable adjustment pursuant to Contract Clause entitled "Changes," will be made as full compensation for the repairs of that part of the permanent work for which there are no applicable contract unit or lump sum prices. Except as herein provided, damages to all work (including temporary construction), utilities, materials, equipment and plant shall be repaired to the satisfaction of the Contracting Officer at the Contractor's expense regardless of the cause of such damage. (CENAP)

SC-8 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least twenty (20) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government. (FAR 52.236-1)

SC-9 ENVIRONMENTAL LITIGATION (1974 NOV OCE)

a. If the performance of all or any part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, the Contracting Officer, at the request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor or a Subcontractor at any tier not required by the terms of the contract. If it

is determined that the order is not due in any part to acts or omissions of the Contractor or a Subcontractor at any tier other than as required by the terms of this contract, such suspension, delay, or interruption shall be considered as if ordered by the Contracting Officer in the administration of this contract under the terms of the SUSPENSION OF WORK clause of this contract. The period of such suspension, delay, or interruption shall be considered unreasonable, and an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) as provided in that clause, subject to all the provisions thereof.

b. The term "environmental litigation", as used herein, means a lawsuit alleging that the work will have an adverse effect on the environment or that the Government has not duly considered, either substantively or procedurally, the effect of the work on the environment. (CENAP)

SC-10 SIGNAL LIGHTS (FEB 1983)

The Contractor shall display signal lights and conduct his operations in accordance with the General Regulations of the Coast Guard governing lights and day signals to be displayed by towing vessels with tows on which no signals can be displayed, vessels working on wrecks, dredges, and vessels engaged on laying cables or pipe or in submarine or bank protection operations, lights to be displayed on dredge pipe lines, and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working navigable channels, as approved by the Commandant, U.S. Coast Guard with respect to vessels on the high seas (33 CFR 81 App. A), vessels in inland waters (37 CFR 84 and 33 CFR 88), as applicable. (DAEN-PRP Ind dtd 12 Sep 83)

SC-11 QUANTITY SURVEYS

a. Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.

b. The Contractor shall conduct all surveys and make the computations based upon them. The Contractor shall also conduct the surveys for any periods for which progress payments are requested and shall make the computations based on these surveys. The fill surveys shall consist of "before" and "after" cross-sections taken at maximum 50 foot intervals between cross-sections. Elevations along the profile shall be taken at a maximum of 25 ft intervals with additional elevations taken as necessary to describe all features. The "before" cross-sections shall be obtained not more than ten days prior to the "after" cross-sections. "After" cross-sections shall be obtained not more than two days following placement and final grading of fill. The Contractor shall also obtain "before" surveys of the borrow area consisting of cross-sections taken at maximum 200 foot intervals immediately prior to the start of dredging. The Contractor shall also obtain "after" surveys of the borrow area consisting of cross-sections taken at maximum 200 foot intervals, within 10 days of completion of the dredging. See Section 02390 DREDGED FILL for survey requirements.

c. Promptly upon completing a survey, the Contractor shall furnish, as an official transmittal, along with a written request for a pre-final inspection, the original and three sets of copies of the following: the originals of all field notes, plotted cross-sections, disks containing survey data, summaries of fill material yardage placed, and all other records relating to the survey or to the layout of the work to the

Contracting Officer, who shall use them as necessary to determine the amount of progress payments. The format of that data shall be as described in Section 02390 DREDGED FILL. The Contractor shall retain copies of all such material furnished to the Contracting Officer. (CENAP)

SC-12 INSPECTION (APR 1965)

The inspectors will direct the maintenance of the gauges, ranges, location marks and limit marks in proper order and position; but the presence of the inspector shall not relieve the Contractor of responsibility for the proper execution of the work in accordance with the specifications. The Contractor will be required:

a. To furnish, on the request of the Contracting Officer or any inspector, the use of such boats, boatmen, laborers, a part of the ordinary and usual equipment and crew of the dredging plant as may be reasonably necessary in inspecting and supervising the work.

b. b. To furnish, on the request of the Contracting Officer or any inspector, suitable transportation from all points on shore designated by the Contracting Officer to and from the various pieces of plant and to and from the borrow areas. Should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Contracting Officer, and the cost thereof will be deducted from any amounts due or to become due the Contractor. (CENAP)

SC-13 ACCOMMODATIONS AND MEALS FOR GOVERNMENT INSPECTORS (1965 APR OCE)

a. The Contractor shall furnish regularly to Government inspectors on board the dredge or other craft upon which they are employed a suitable separate room for office and sleeping purposes. The room shall be fully equipped and maintained to the satisfaction of the Contracting Officer; it shall be properly heated, ventilated, and lighted, and shall have a desk which can be locked, a comfortable bed and chair for each inspector, and washing conveniences. The entire cost to the Contractor for furnishing, equipping and maintaining the foregoing accommodations shall be included in the contract price. If the Contractor fails to meet these requirements, the facilities referred to above will be secured by the Contracting Officer, and the cost thereof will be deducted from payments to the Contractor.

b. If the Contractor maintains on this work an establishment for the subsistence of his own employees, he shall, when requested, furnish to inspectors employed on the work, and to all Government agents who may visit the work on official business, meals of a quality satisfactory to the Contracting Officer. The meals furnished will be paid for by the Government at a rate of \$5.00 per person for each meal. (CENAP)

SC-14 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995)

a. This clause does not apply to terminations. See 52.231-5001, Basis for Settlement of Proposals, and FAR Part 49.

b. Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by the Contractor or sub-contractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial or series for which the

Government can determine both ownership and operating costs from the Contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment from the Contractor's accounting records, costs for the equipment shall be based upon the applicable provisions of EP 1110-1-8, "Construction Equipment Ownership and Operating Expense Schedule," Region II. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the Contracting Officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retrospective pricing, the schedule in effect as of the time work was performed shall apply.

c. Equipment rental costs are allowable, subject to the provisions of FAR 31.205(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

d. When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. This data shall be submitted on Standard Form 1411, "Contract Pricing Proposal Cover Sheet." (EFARS 52.231-5000)

Note #1: The small purchase threshold is \$100,000.

Note #2: By submitting cost or pricing data, the Contractor grants to the Contracting Officer or an authorizing representative the right to examine those books, records, documents and other supporting data that will permit evaluation of the proposed equipment costs. This right shall extend for two years after expiration of contract performance. After price agreement the Contractor shall certify that the equipment costs or pricing data submitted are accurate, complete and current.

SC-15 PERFORMANCE EVALUATION OF CONTRACTOR

a. As a minimum, the Contractor's performance will be evaluated upon final acceptance of the work. However, interim evaluation may be prepared at any time during contract performance when determined to be in the best interest of the Government.

b. The format for the evaluation will be DD 2626, and the Contractor will be rated either outstanding, satisfactory, or unsatisfactory in the areas of Contractor Quality Control, Timely Performance, Effectiveness of Management, Compliance with Labor Standards, and Compliance with Safety Standards. The Contractor will be advised of any unsatisfactory rating, either in an individual element or in the overall rating, prior to completing the evaluation, and all Contractor comments will be made a part of the official record. Performance Evaluation Reports will be available to all DOD Contracting offices for their future use in determining Contractor responsibility, in compliance with DFARS 236.201(c)(1). (CENAP)

SC-16 CERF IMPLEMENTATION (1983 JUN OCE)

If the work specified in this contract is performed by a hopper dredge(s), the owner must have an active Basic Ordering Agreement (BOA) for the hopper dredge(s) on file with the Corps. The Contractor shall be obligated to make the hopper dredge(s) available to serve in the Corps of Engineers Reserve Fleet (CERF) at any time that the hopper dredge(s) is performing work under this contract. When the Contracting Officer is notified of the decision to activate this dredge(s) into the CERF, he shall take appropriate action to release the dredge(s). He may then extend or terminate the contract to implement whichever action is in the best interest of the Government. The CERF Contractor shall also be subject to the following conditions:

- a. The Director of Civil Works may require the Contractor to perform emergency dredging at another CONUS (48 contiguous states) site for a period of time equal to the remaining time under this contract at the date of notification plus up to ninety (90) days at the previously negotiated rate which appears on the schedule of prices in the BOA.
- b. The Chief of Engineers may require the Contractor to perform emergency dredging at an OCONUS (Outside CONUS which includes Alaska, Hawaii, Puerto Rico, the Virgin Islands, or U.S. Trust Territories) site for a period of time equal to the time remaining under this contract at the date of notification plus up to one hundred eighty (180) days at the negotiated rate which appears on the schedule of prices in the BOA.
- c. The CERF shall be activated by the Chief of Engineers or the Director of Civil Works; then the Ordering Contracting Officer will notify the Contractor. From the time of notification, the selected hopper dredge(s) must depart for the emergency assignment within seventy-two (72) hours for CONUS or ten (10) days for OCONUS assignments.
- d. A confirming delivery order will be issued pursuant to the Basic Ordering Agreement (BOA) by the Ordering Contracting Officer. Such delivery order shall utilize the schedule of rates in the BOA for the specific hopper dredge(s).
- e. If during the time period specified in a, b, or c, a CERF vessel(s) is still required, the contract performance may be continued for additional time by mutual agreement. (CENAP)

SC-17 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (OCT 1989)

a. This clause specifies the procedure for determination of time extensions for unusually severe weather in accordance with the Contract Clause entitled: "Default (Fixed-Price Construction)". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

- (1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.
- (2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

b. The following schedule of monthly anticipated adverse weather delays is

based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities. For the purpose of this contract, unusually severe weather is defined as daily precipitation equal to or exceeding 0.5 inches and/or maximum daily temperature not exceeding 32 degrees F.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
7	4	2	2	2	2	2	2	2	2	2	3

c. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor shall record on the daily CQC report, the occurrence of adverse weather and resultant impact to normal scheduled work. Actual adverse weather days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph b. above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract clause entitled: "Default (Fixed Price Construction)". (ER 415-1-15)

SC-18 INSURANCE REQUIREMENTS

Evidence of the following insurance shall be provided to the Contracting Officer prior to commencement of work and shall be maintained throughout the period of performance:

- a. General Liability Insurance (Comprehensive form of policy): Bodily Injury Liability - \$500,000 per occurrence.
 - b. Automobile Liability Insurance (Comprehensive form of policy): Bodily Injury Liability - \$200,000 per person and \$500,000 per accident. Property Damage Liability - \$20,000 per accident.
 - c. Workmen's Compensation and Employer's Liability Insurance: Compliance with applicable workmen's compensation and occupational disease statutes is required. Employer's liability coverage in the minimum amount of \$100,000 is also required."
 - d. Applicable Marine Casualty and Marine Workmen's Compensation Insurance: As appropriate for this contract.
- End of Section --

SECTION 00805

CONTRACT ADMINISTRATION DATA

G.1 ACCOUNTING AND APPROPRIATION DATA:

To be furnished at time of award

G.2 CONTRACT ADMINISTRATION IS RETAINED BY THE CONTRACTING OFFICER:

U.S. Army Engineer District, Philadelphia
ATTN: CENAP-CT-C (Sandi Fletcher)
Wanamaker Building, 100 Penn Square East
Philadelphia, Pennsylvania 19107-3390
(215) 656-6915

G.3 PAYMENT BY:

U.S. Army Engineer District Finance Center
Attn: CEFC-AO
5722 Integrity Drive
Millington, Tennessee 38054-5005

G.4 BILLING ADDRESS:

Invoices shall be forwarded as follows:

U.S. Army Engineer District, Philadelphia
ATTN: CENAP-OP (GROFF)
Wanamaker Building, 100 Penn Square East
Philadelphia, Pennsylvania 19107-3390

G.5 TECHNICAL INQUIRIES:

All technical inquiries should be directed to:

Pre-Award: Bill Rothert (215) 656-6893
Post -Award: Tom Groff (215) 656-6738

00805-1

DACW61-02-B-0019

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DE020005May2002.txt

BRS Document Viewer
General Decision Number DE020005

General Decision Number DE020005 Superseded General Decision No. DE010005

State: DELAWARE

Construction Type:

HEAVY

County(ies):

STATEWIDE

HEAVY CONSTRUCTION PROJECTS

Modification Number Publication Date

0 03/01/2002

1 03/08/2002

2 03/22/2002

3 05/03/2002

COUNTY(ies):

STATEWIDE

CARP0454C 07/01/2000

	Rates	Fringes
NEW CASTLE AND KENT COUNTIES		
PILED RIVERMEN	26. 20	16. 14+a
FOOTNOTE FOR PILED RIVERMEN:		
a. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day and Washington's Birthday.		

CARP0626B 05/01/2001

	Rates	Fringes
NEW CASTLE AND KENT COUNTIES		
CARPENTERS	28. 07	6. 95

CARP1545B 05/01/1998

	Rates	Fringes
KENT & NEW CASTLE COUNTIES		
MILLWRIGHTS	27. 41	7. 49

CARP2012B 05/01/2001

	Rates	Fringes
SUSSEX COUNTY		
CARPENTERS	20. 54	6. 64
MILLWRIGHTS	22. 29	6. 64
PILED RIVERMEN	21. 54	6. 64

ELEC0126F 12/30/2001

	Rates	Fringes
LINE CONSTRUCTION:		
Linemen; cable splicers	30. 65	3. 30+18%
Winch truck operators	21. 46	3. 30+18%
Truck drivers	19. 92	3. 30+18%
Groundmen	18. 39	3. 30+18%

ELEC0313B 12/01/2001

	Rates	Fringes
ELECTRICIANS	28. 38	46. 58%

ENGI0542F 05/01/2001

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
Wage Group I	\$22. 94	\$13. 02 + A
Wage Group II	\$22. 62	\$12. 92 + A
Wage Group III	\$20. 56	\$12. 32 + A

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Wage Group IV	\$20.20	\$12.21 + A
Wage Group V	\$18.29	\$11.64 + A
Wage Group VI	\$17.72	\$11.48 + A

FOOTNOTE FOR POWER EQUIPMENT OPERATORS:

A. PAID HOLIDAYS: New Year's Day, Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day, and Election Day; Provided the employee works the scheduled work day before and after the scheduled work day following the holiday.

***TOXIC/HAZARDOUS WAST REMOVAL** Add 20 per cent to basic hourly ratge for all classifications

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP I: Handling steel and stone in connection with erection; Cranes (including overhead cranes); Any machines handling machinery; Cable spinning machine; Helicopters; Concrete Pumps; Machines similar to above including remote control equipment.

GROUP II: All Types of Backhoes; Cableways; Conveyor Loaders; Drag Lines; Keystones; All Types of Shovels; Derricks; Trench Shovels; Trenching Machines; Pippin Type Backhoes; Hoist with Two Towers; All Pavers (Concrete and Blacktops); Fork Lift; Batch Plant with Mixer; All Autograde & Concrete Finishing Machines (excluding Trowel Mach); Concrete Breaking Machines (Guillotine Type & Remote Type); Building Hoist-- Double Drum (unless used a Single Drum); Milling Machine; Mucking Machines in Tunnel; Motor Patrols (Fine Grade); Gradalls; Scrapers & Tournapulls; Front-End Loaders; Bulldozers and Tractors; Boat Captain; Tandem Scrapers; Tower Type Crane Operation, Erecting, Dismantling, Jumping or Jacking; Drills Self-Contained (Drillmaster Type); Chipper with Boom; Tree Spade; Concrete Breaking Machines; (Guillotine Type and Remote Type); Bundle Puller-Extractors (Tubular Type); Machines similar to the above including Remote Control Equipment.

GROUP III: Conveyors (Except Building Conveyors); Asphalt Plant Engineers; High or Low Pressure Boilers; Well Drillers; Ditch Witch Type Trenchers; Motor Patrol; Concrete Breaking Machines; Rollers; Fine Grade Machines; Elevator Operator; Building Hoist (single drum); Stump Grinder; Machines similar to the above including remote control equipment.

GROUP IV: Seamen pulverizing Mixer; Tireman on Power Equipment; Maintenance Engineer (Power Boat); Farm Tractors; Form Line Graders; Road Finishing Machines; Power Boom; Seed Spreader; Grease Truck; Machines similar to the above including remote control equipment.

GROUP V: Conveyors (Building); Welding Machines; Heaters; Wellpoints; Compressors; Pumps; Miscellaneous Equipment Operator; Machines similar to the above including Remote Control Equipment.

GROUP VI: Fireman; Oilers and Deckhands (Personnel Boats); Grease Truck Helper.

IRON0451B 07/01/2001

	Rates	Fringes
IRONWORKERS:		
Structual, Ornamental, Reinforcing Riggers & Machinery Movers	24.60	14.80

LAB00199A 05/01/2001

	Rates	Fringes
NEW CASTLE COUNTY		
LABORERS:		
GROUP 1	14.77	8.21
GROUP 2	14.92	8.21
GROUP 3	15.07	8.21
GROUP 4	17.07	8.21

LABORERS CLASSIFICATIONS

DE020005May2002.txt

GROUP 1: General laborers; asphalt tamper; asphalt raker; concrete pitman; landscaper; planter; puddler; railroad trackman; rubber magazine tender; seeder and arboriate; signalman.

GROUP 2: Pipelayers.

GROUP 3: Blasters; caissons and cofferdams (open air below 8 ft where caissons and cofferdams are 8 ft. or more below level of natural grade adjacent to starting point); diamond point drills; form setters; gunite nozzle operators; wagon drills.

GROUP 4: Asbestos Removal Worker.

LAB00847C 05/01/2001

	Rates	Fringes
KENT & SUSSEX COUNTIES		
LABORERS:		
GROUP 1	15.84	8.11
GROUP 2	16.09	8.11
GROUP 3	16.34	8.11
GROUP 4	19.09	8.11

LABORERS CLASSIFICATIONS

GROUP 1: General laborers; asphalt tamper; asphalt raker; concrete pitman; landscaper; planter; puddler; railroad trackman; rubber magazine tender; seeder and arboriate; signalman.

GROUP 2: Pipelayers.

GROUP 3: Blasters; caissons and cofferdams (open air below 8 ft where caissons and cofferdams are 8 ft. or more below level of natural grade adjacent to starting point); diamond point drills; form setters; gunite nozzle operators; wagon drills.

GROUP 4: Asbestos Removal Worker.

* PAIN1021B 05/01/2001

	Rates	Fringes
PAINTERS:		
Brush, Roller	23.48	7.08
Spray, Sandblast	23.48	7.08
Bridge	26.56	7.08

PLAS0008B 05/01/2001

	Rates	Fringes
PLASTERS	25.35	13.40

PLAS9592A 05/01/2000

	Rates	Fringes
CEMENT MASONS	24.95	5.30

PLUM0074B 06/18/2001

	Rates	Fringes
KENT (North of the Southern boundary of Dover) AND NEW CASTLE COUNTIES:		
PLUMBERS & PIPEFITTERS	29.94	13.55+a

FOOTNOTE: :

A. PAID HOLIDAYS: Labor Day, Christmas Day, and General Election Day

* PLUM0782A 02/15/2002

	Rates	Fringes
KENT (Except area North of the Southern boundary of Dover), AND SUSSEX COUNTIES		
PLUMBERS & PIPEFITTERS	25.58	2.76

TEAM0326B 05/01/2000

	Rates	Fringes
TRUCK DRIVERS:		

DE020005May2002.txt

GROUP 1	17.32	8.06+a+b
GROUP 2	17.49	8.06+a+b
GROUP 3	17.57	8.06+a+b

FOOTNOTES FOR TRUCK DRIVERS:

- a. **PAID HOLIDAYS:** New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day provided the employee worked the day prior to the holiday or the first scheduled work day following the holiday.
- b. **PAID VACATION:** Employees having at least one year of service receive 1 week paid vacation; employees having at least five years of service receive 2 weeks paid vacation

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Dump Trucks (Single Axle); Dumpsters; Escort and Pilot Vehicles; Flatboy; Material Trucks (straight jobs); Greasers, Steamers; Material Checkers and Receivers; Panel Trucks; Pick-ups; Rubber Tired (Towing or Pushing Flatbody Vehicles); Tire Man

GROUP 2: A-Frames; Agitators or Mixers; Asphalt Distributors; Dispatchers; Low-Boys; Semi-Trailers; Tandems and Batch Trucks

GROUP 3: Euclid tupe or similar off-highway equipment (where not self-loaded); Specialized earth moving equipment); Truck Mechanics; Twin Engine Equipment and Double-Hitched Equipment (Where not self-loaded)

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

- 2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request

DE020005May2002.txt

review and reconsideration from the Wage and Hour Administrator
(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

DE020008MAR2002.txt

BRS Document Viewer
General Decision Number DE020008

General Decision Number DE020008 Superseded General Decision No. DE010008

State: DELAWARE

Construction Type:

DREDGING

County(ies):

STATEWIDE

Delaware

All dredging, except self-propelled hopper dredges, on the Atlantic Coast to the southerly border of the state of Maryland, tributary waters emptying into the Atlantic Ocean, the Chesapeake & Delaware Canal, Baltimore City and Baltimore County, Maryland.

Modification Number Publication Date

0

03/01/2002

COUNTY(ies):

STATEWIDE

ENGI0025D 10/01/2001

	Rates	Fringes
DIPPER & CLAMSHELL DREDGE:		
Operator	27.45	6.20+a+b
Engineer	24.17	6.20+a+b
Maintenance Engineer	23.07	5.60+a+b
Welder	22.71	5.60+a+b
Mate	21.51	5.60+a+b
Boat Master	22.73	6.20+a+b
Boat Captain	21.66	5.60+a+b
Oiler	18.18	5.00+a+b
Deckhand; Tug Deckhand	17.73	5.00+a+b
Scowman	17.49	5.00+a+b
DRAG BUCKET DREDGE:		
Operator	25.09	6.20+a+b
Engineer	21.41	6.20+a+b
Maintenance Engineer	21.21	5.60+a+b
Mate	19.82	5.60+a+b
Deckhand	16.17	5.00+a+b
HYDRAULIC DREDGES:		
Leverman	26.95	6.20+a+b
Engineer; Derrick Operator	23.64	6.20+a+b
Chief Mate	23.29	6.20+a+b
Chief Welder	23.94	6.20+a+b
Maintenance Engineer	23.07	5.60+a+b
Electrician	22.92	6.20+a+b
Welder Dredge	22.70	5.60+a+b
Spider Barge Operator	22.50	5.60+a+b
Mate	21.51	5.60+a+b
Boat Master	22.72	6.20+a+b
Boat Captain	21.66	5.60+a+b
Steward	21.49	6.20+a+b
Oiler	18.18	5.00+a+b
Deckhand	17.50	5.00+a+b
Tug Deckhand	17.73	5.00+a+b
Shoreman	17.50	5.00+a+b
Assistant Cook	17.61	5.00+a+b
Night Cook	17.61	5.00+a+b
Messman	17.10	5.00+a+b
Janitor/Porter	17.10	5.00+a+b
Fill Placer	23.29	6.20+a+b
Assistant Fill Placer	21.32	6.20+a+b
COMPANY LEAD DREDGEMAN:		

DE020008MAR2002.txt		
Lead Dredgeman	26.95	6. 20+a+b
TUG BOATS over 1,000 H. P. (with master or captain having license endorsed for 200 miles off shore):		
Tug Master	24.14	6. 20+a+b
Tug Captain	23.17	6. 20+a+b
Tug Chief Engineer	22.45	5. 60+a+b
Tug Engineer	21.99	5. 60+a+b
Tug Deckhand	17.73	5. 00+a+b
TUG BOATS over 1,000 H. P. (without master or captain having license endorsed for 200 miles off shore):		
Tug Master	22.72	6. 20+a+b
Tug Captain	21.66	5. 60+a+b
Tug Engineer	21.99	5. 60+a+b
Tug Deckhand	17.73	5. 00+a+b
DRILL BOATS:		
Engineer	23.54	6. 20+a+b
Blaster	23.81	6. 20+a+b
Driller	23.55	6. 20+a+b
Welder	23.30	5. 60+a+b
Machinist	23.30	5. 60+a+b
Tug Master	20.48	6. 20+a+b
Tug Captain	19.53	5. 60+a+b
Oiler	20.46	5. 00+a+b
Tug Deckhand	15.97	5. 00+a+b
Core Driller	18.56	5. 00+a+b
DIVERS:		
Diver	39.98	6. 20+a+b
Standby Diver	26.60	6. 20+a+b
Tender	30.77	6. 20+a+b
Standby Tender	22.11	5. 60+a+b
DREDGING PIPELINE CABLE-LAYING:		
Leverman	27.56	6. 20+a+b
Control Tower Operator	24.35	6. 20+a+b
Rigger	18.01	5. 00+a+b
Line up Operator, End Prep.	17.43	5. 00+a+b
Diver	40.85	6. 20+a+b
Diver Tender	25.36	6. 20+a+b
ENGINEER:		
1st	24.35	6. 20+a+b
2nd, 3rd & 4th	24.04	6. 20+a+b
Electrician	24.48	6. 20+a+b
Electro Hydro Tech.	19.70	5. 60+a+b
Tug Master	25.57	6. 20+a+b
Tug Captain	22.29	6. 20+a+b

PREMIUMS: Additional 20% for hazardous material work

FOOTNOTES APPLICABLE TO ABOVE CRAFTS:

- a. PAID HOLIDAYS: New Year's Day, Martin Luther King Day, Memorial Day, Good Friday, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, and Christmas Day
- b. VACATION: Seven percent (7%) of the straight time rate multiplied by the total hours worked.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

DE020008MAR2002.txt

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

Below are two samples of the construction project identification sign showing how this panel is adaptable for use to identify either military (top) or civil works projects (bottom). The graphic format for this 4' x 6' sign panel follows the legend guidelines and layout as specified below. The large 4' x 4' section of the panel on the right is to be white with black legend.

The 2' x 4' section of the sign on the left with the full Corps Signature (reverse version) is to be screen printed Communications Red on the white background. The designation of a sponsor in the area indicated is optional with Military or Civil Works construction signs. Signs may list one sponsoring entity. If agreement on a sponsor designation cannot be achieved,

the area should be left blank.

This sign is to be placed with the Safety Performance sign shown on the following page. Mounting and fabrication details are provided on page 16.4.

Special applications or situations not covered in these guidelines should be referred to the District/Division Sign Program Manager.

Legend Group 1: One- to two-line description of Corps relationship to project.

Color: White
Typeface: 1.25" Helvetica Regular
Maximum line length: 19"

Legend Group 2: Division or District Name (optional). Placed below 10.5" reverse Signature (6" Castle).

Color: White
Typeface: 1.25" Helvetica Regular

Legend Group 2a: One- to three-line identification of Military or Civil Works sponsor (optional). Place below Corps Signature to cross-align with Group 5a-b.

Color: White
Typeface: 1.25" Helvetica Regular
Maximum line length: 19"

Legend Group 3: One- to three-line project title legend describes the work being done under this contract.

Color: Black
Typeface: 3" Helvetica Bold
Maximum line length: 42"

Legend Group 4: One- to two-line identification of project or facility (civil works) or name of sponsoring department (military).

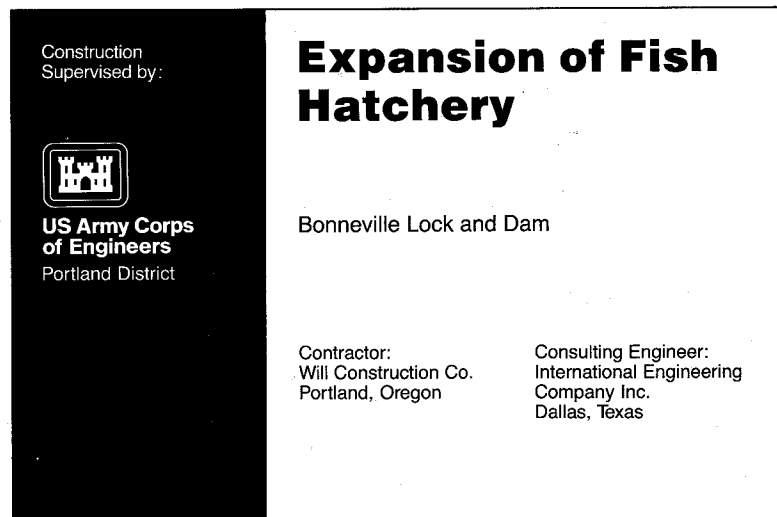
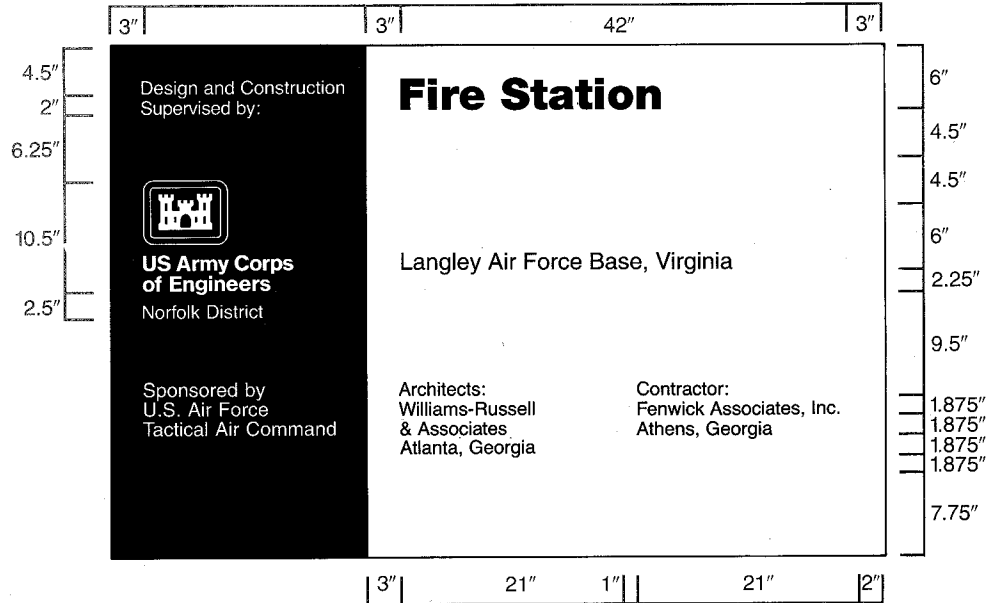
Color: Black
Typeface: 1.5" Helvetica Regular
Maximum line length: 42"

Cross-align the first line of Legend Group 4 with the first line of the Corps Signature (US Army Corps) as shown.

Legend Groups 5a-b: One- to five-line identification of prime contractors including: type (architect, general contractor, etc.), corporate or firm name, city, state. Use of Legend Group 5 is optional.

Color: Black
Typeface: 1.25" Helvetica Regular
Maximum line length: 21"

All typography is flush left and rag right, upper and lower case with initial capitals only as shown. Letter- and word-spacing to follow Corps standards as specified in Appendix D.



Sign Type	Legend Size (A)	Panel Size	Post Size	Specification Code	Mounting Height	Color Bkg/Lgd
CID-01	various	4' x 6'	4" x 4"	HDO-3	48"	WH-RD/BK

Each contractor's safety record is to be posted on Corps managed or supervised construction projects and mounted with the construction project identification sign specified on page 16.2.

The graphic format, color, size and type-faces used on the sign are to be reproduced exactly as specified below.

Legend Group 1: Standard two-line title "Safety is a Job Requirement" with (8" od.) Safety Green First Aid logo.
Color: To match PMS 347
Typeface: 3" Helvetica Bold
Color: Black

Legend Group 2: One- to two-line project title legend describes the work being done under this contract and name of host project.
Color: Black
Typeface: 1.5" Helvetica Regular
Maximum line length: 42"

Legend Group 3: One- to two-line identification: name of prime contractor and city, state address.
Color: Black
Typeface: 1.5" Helvetica Regular
Maximum line length: 42"

Legend Group 4: Standard safety record captions as shown.
Color: Black
Typeface: 1.25" Helvetica Regular

Replaceable numbers are to be mounted on white .060 aluminum plates and screw-mounted to background.
Color: Black
Typeface: 3" Helvetica Regular
Plate size: 2.5" x 4.5"

All typography is flush left and rag right, upper and lower case with initial capitals only as shown. Letter and word spacing to follow Corps standards as specified in Appendix D.

The title with First Aid logo in the top section of the sign, and the performance record captions are standard for all signs of this type. Legend groups 2 and 3 below identify the project and the contractor and are to be placed on the sign as shown.

Safety record numbers are mounted on individual metal plates and are

screw-mounted to the background to allow for daily revisions to posted safety performance record.

Special applications or situations not covered in these guidelines should be referred to the District/Division Sign Program Manager.

Safety is a Job Requirement



Public Use Area Development, Stage IV
Osage River Basin

Pacific Marine Construction Corporation
Galveston, Texas

This project started

4

14

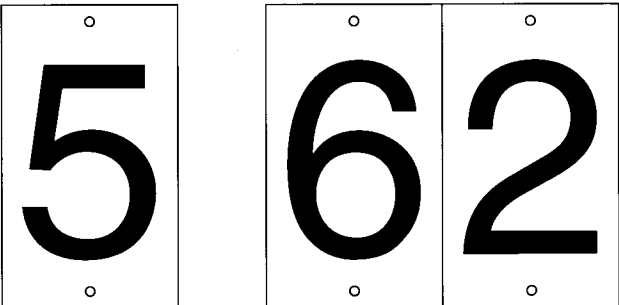
91

Date since last
lost time accident

Total lost time injuries

0

Sign Type	Legend Size (A)	Panel Size	Post Size	Specification Code	Mounting Height	Color Bkg/Lgd
CID-02	various	4' x 4'	4" x 4"	HDO-3	48"	WH/BK-SG



All Construction Project Identification signs and Safety Performance signs are to be fabricated and installed as described below. The signs are to be erected at a location designated by the Contracting Officer Representative and shall conform to the size, format, and typographic standards shown on pages

The sign panels are to be fabricated from .75" High Density Overlay Plywood. Panel preparation to follow HDO specifications provided in Appendix B.

Sign graphics to be prepared on a white non-reflective vinyl film with positionable adhesive backing.

All graphics except for the Communications Red background with Corps signature on the project sign are to be die-cut or computer-cut non-reflective vinyl, pre-spaced legends prepared in the sizes and typefaces specified and applied to the background panel following the graphic formats shown on pages 16.2-3.

The 2' x 4' Communications Red panel (to match PMS-032) with full Corps signature (reverse version) is to be screen printed on the white background. Identification of the district or division may be applied under the signature with white cut vinyl letters prepared to Corps standards. Large scale reproduction artwork for the signature is provided on page 4.8 (photographically enlarge from 6.875" to 10.5").

Drill and insert six (6) .375" T-nuts from the front face of the HDO sign panel. Position holes as shown. Flange of T-nut to be flush with sign face.

Apply graphic panel to prepared HDO plywood panel following manufacturers' instructions.

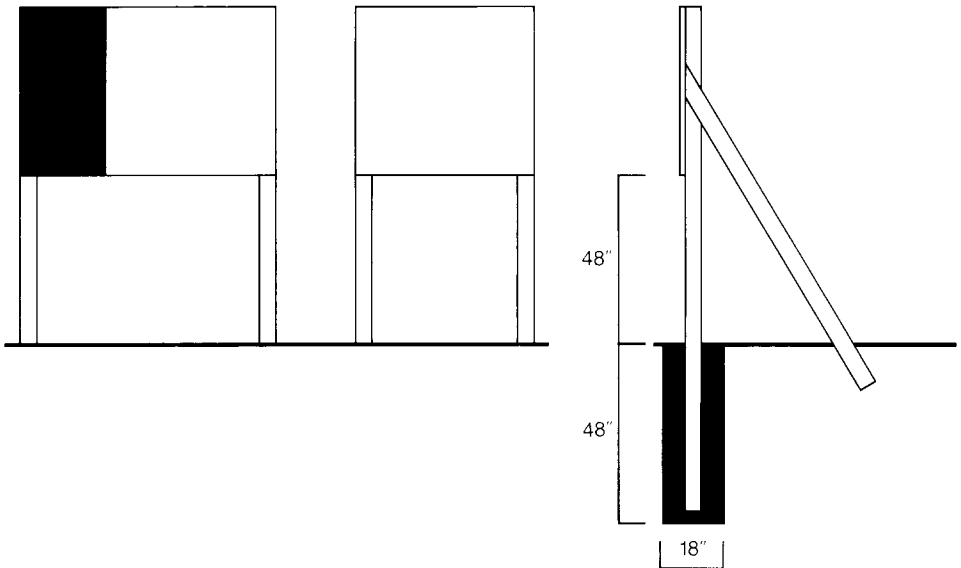
Sign uprights to be structural grade 4" x 4" treated Douglas Fir or Southern Yellow Pine, No.1 or better. Post to be 12' long. Drill six (6) .375" mounting holes in uprights to align with T-nuts in sign panel. Countersink (.5") back of hole to accept socket head cap screw (4" x .375").

Assemble sign panel and uprights. Imbed assembled sign panel and uprights in 4' hole. Local soil conditions and/or wind loading may require bolting additional 2" x 4" struts on inside face of uprights to reinforce installation as shown.

16.2-3. Detailed specifications for HDO plywood panel preparation are provided in Appendix B.

Shown below the mounting diagram is a panel layout grid with spaces provided for project information. Photocopy this page and use as a worksheet when preparing sign legend orders.

For additional information on the proper method to prepare sign panel graphics, contact the District/Division Sign Program Manager.



Construction Project Sign Legend Group 1: Corps Relationship

1. _____
2. _____

Legend Group 2: Division/District Name

1. _____
2. _____

Legend Group 3: Project Title

1. _____
2. _____
3. _____

Legend Group 4: Facility Name

1. _____
2. _____

Legend Group 5a: Contractor/A&E

1. _____
2. _____
3. _____
4. _____
5. _____

Legend Group 2a: Military/Civil Works Sponsor

1. _____
2. _____

Legend Group 5b: Contractor/A&E

1. _____
2. _____
3. _____
4. _____
5. _____

Safety Performance Sign Legend Group 1: Project Title

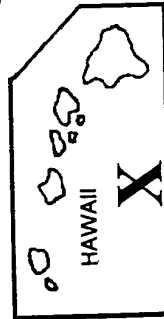
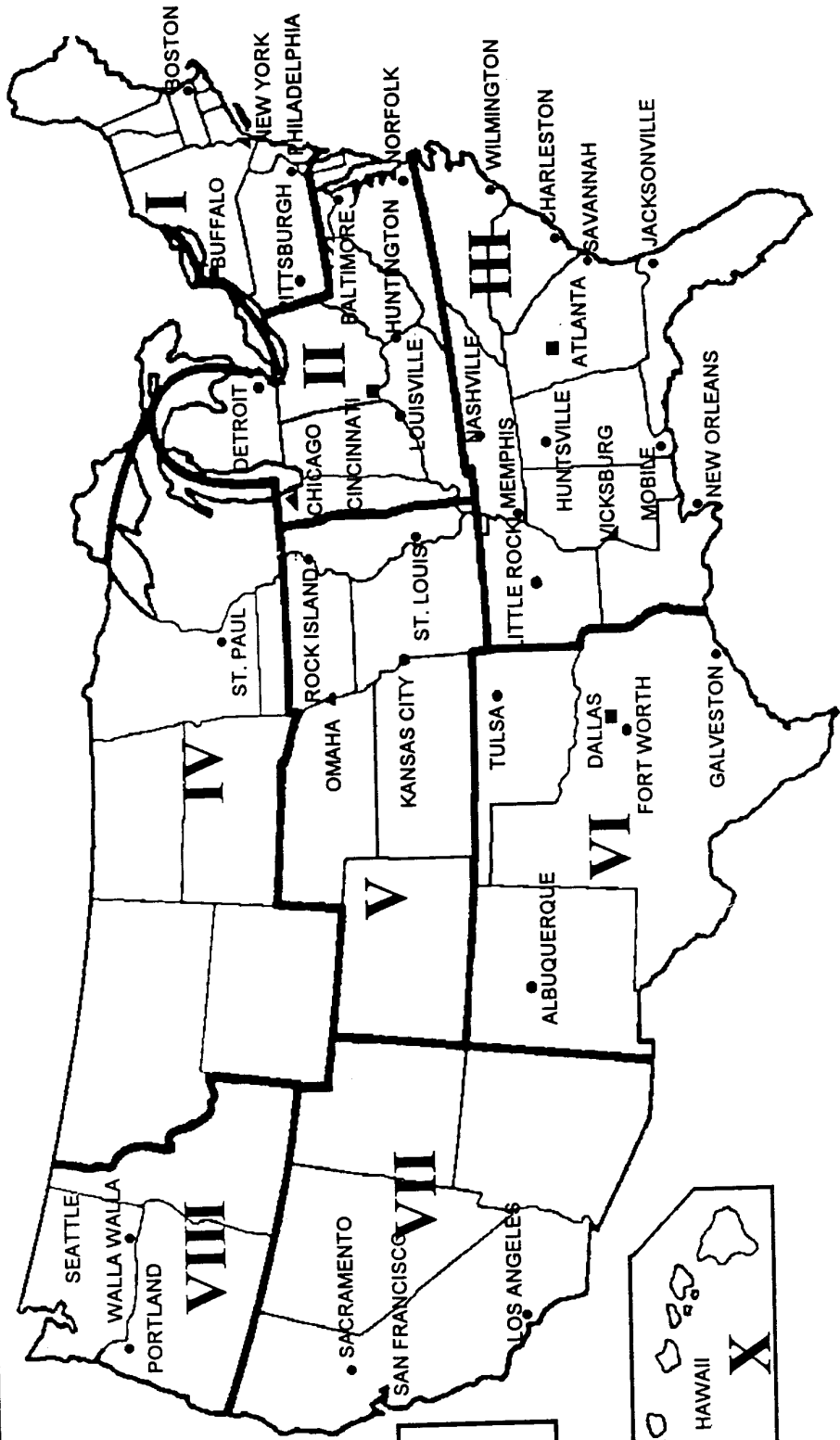
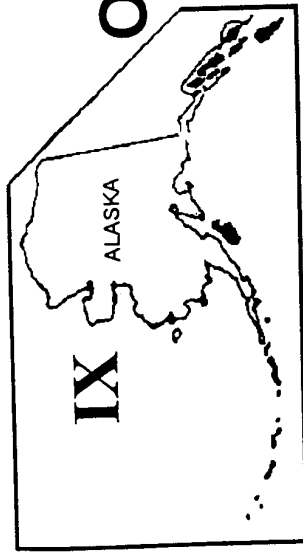
1. _____
2. _____

Legend Group 2: Contractor/A&E

1. _____
2. _____

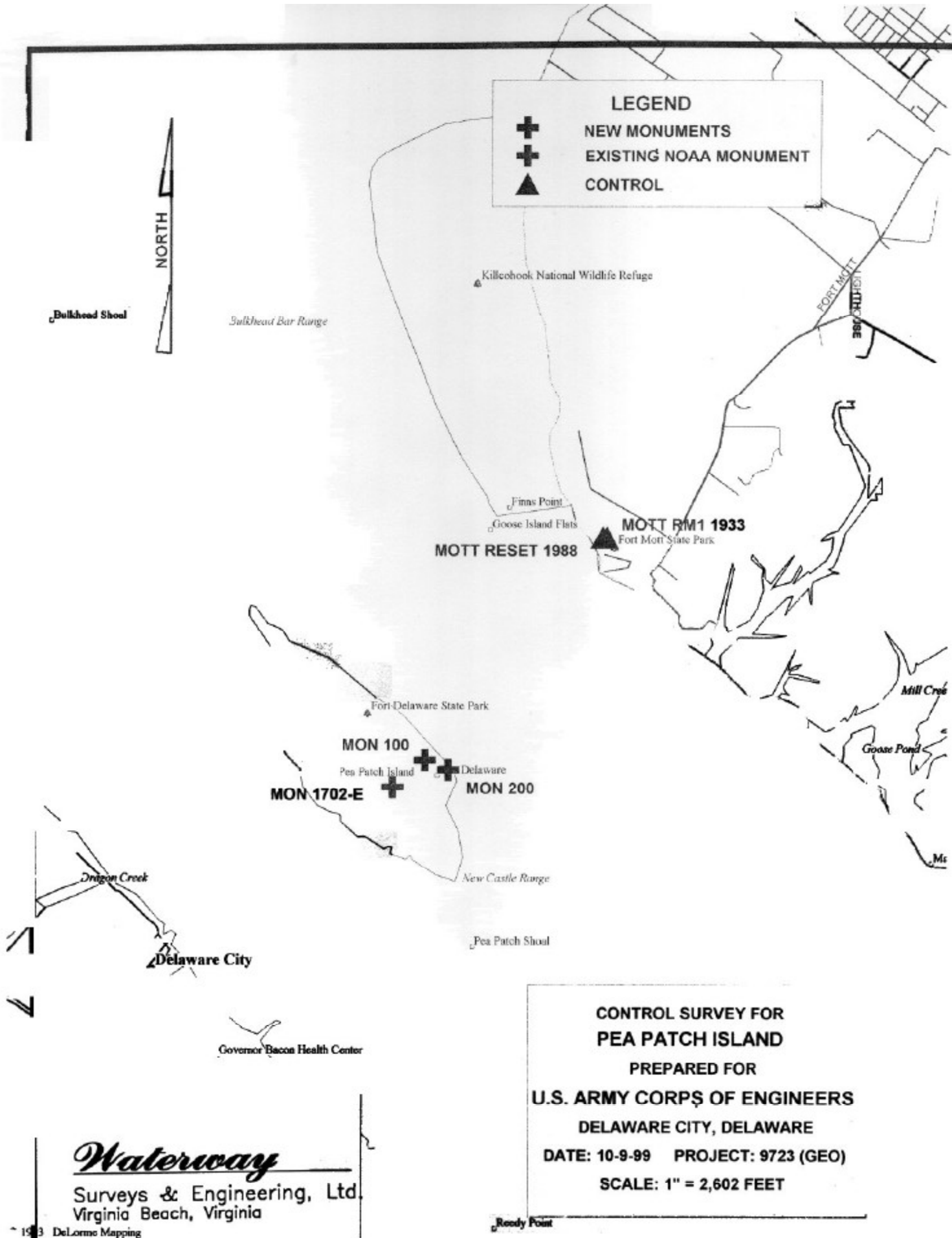
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Regions for the Construction Equipment Ownership and Operating Expense Schedule



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SURVEY CONTROL DESCRIPTION SHEETS



Coordinate Listing

Point	Northing	Easting	Elevation	Description
100	277533.9460	191314.1730	5.70	MON 100
200	277324.0420	191838.9490	5.58	MON 200
1702	276967.5280	190601.3980	5.91	MON 1702-E
1933	282383.1980	195356.4090	28.89	MOTT RM1 1933
1988	282359.3730	195306.7240	24.76	MOTT RESET 1988

NOTE:

1. HORIZONTAL DATUM IS NEW JERSEY STATE GRID
NAD-83 (96), U.S. SURVEY FEET.
2. VERTICAL DATUM IS NAVD-88.

CONTROL SURVEY FOR

PEA PATCH ISLAND

PREPARED FOR

U.S. ARMY CORPS OF ENGINEERS

DELAWARE CITY, DELAWARE

Waterway

Surveys & Engineering, Ltd.
Virginia Beach, Virginia

DRAWN	SCALE	DATE	DOCUMENT NO.
WTN	N/A	9 OCT 99	9723



GEO
SERVICES

Global Positioning, Aerial Mapping,
And Transportation Surveying

GPS OBSERVATION LOG SHEET

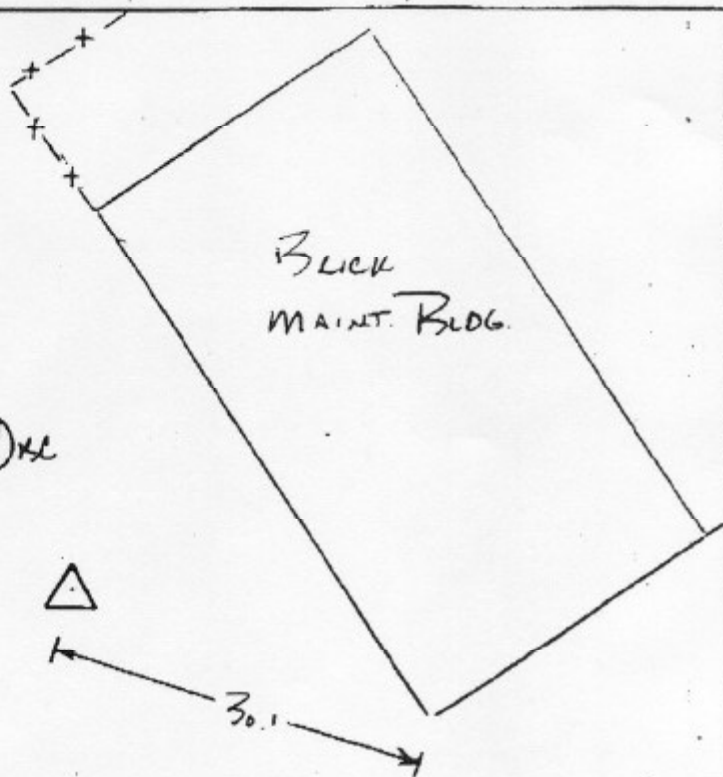
OBSERVER: <i>Bill Sample</i>	PROJECT NO:
SYSTEM NO: <i>'B' Base</i>	DATE: <i>8/24/98</i>
WEATHER CONDITIONS: <i>Cloudy, warm</i>	

POINT NAME	HEIGHT (METRIC)	HEIGHT (FEET)	HEIGHT (FEET & INCHES)
<i>MUN 100</i>	<i>1.251 m ✓</i>	<i>4.13'</i>	<i>4' - 1 9/16"</i>

SKETCH:



*STANDARD Alum Dike
MUN. 100*



Geodetic Services, Inc. 321 Cleveland Place
Virginia Beach, Virginia 23462
(757) 499-7985

DACW61-02-B-0019

00840-3

70 PAGE 02

WALKWAY

05/04/98/07

08/28/98 15:05



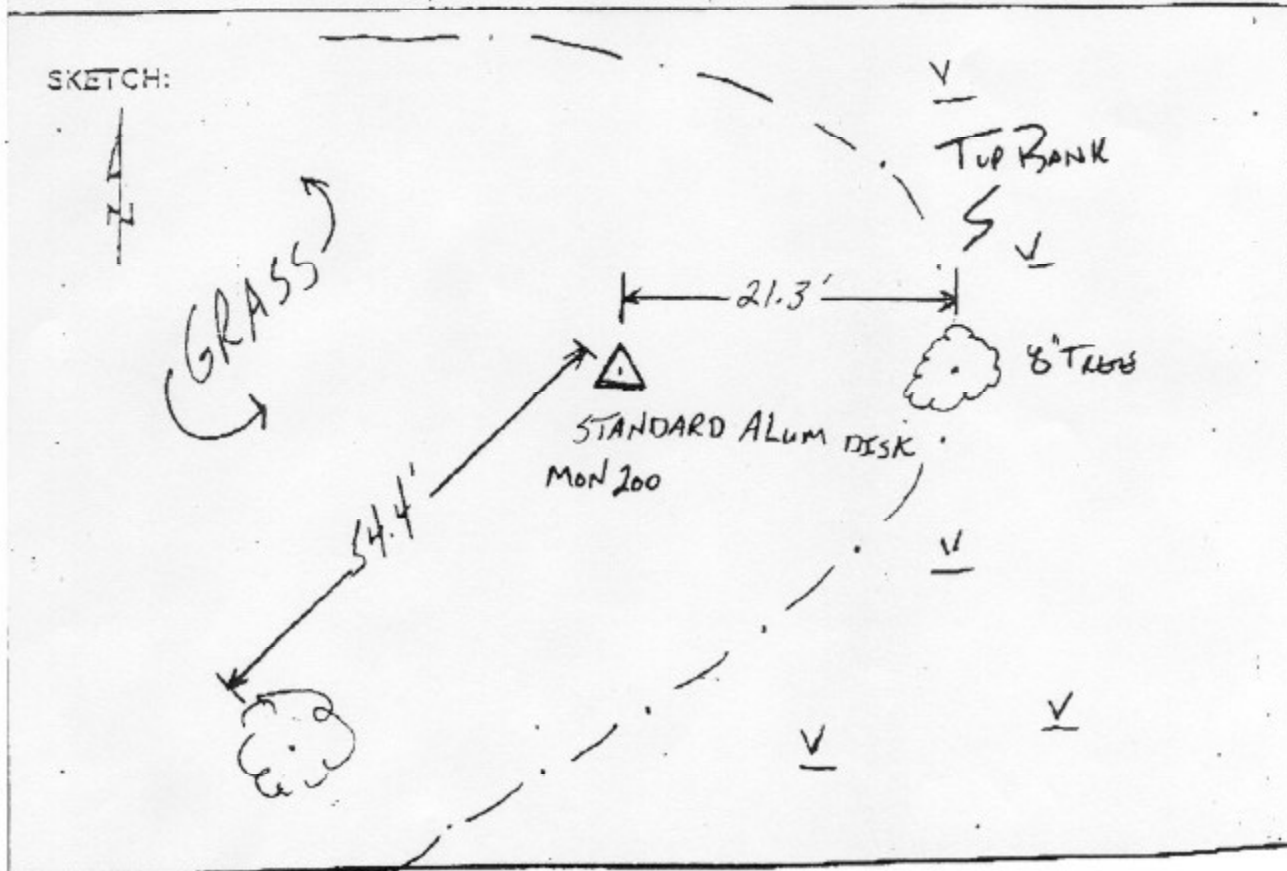
GEO
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And Transportation Surveying

GPS OBSERVATION LOG SHEET

OBSERVER: <i>B. Sample</i>	PROJECT NO:
SYSTEM NO: <i>A</i>	DATE: <i>8/24/99</i>
WEATHER CONDITIONS: <i>Cloudy, warm</i>	

POINT NAME	HEIGHT (METRIC)	HEIGHT (FEET)	HEIGHT (FEET & INCHES)
mon 200	1.261 ✓	4.14	4' 1 5/8"



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Virginia Beach, Virginia 23462
(757) 499-7985



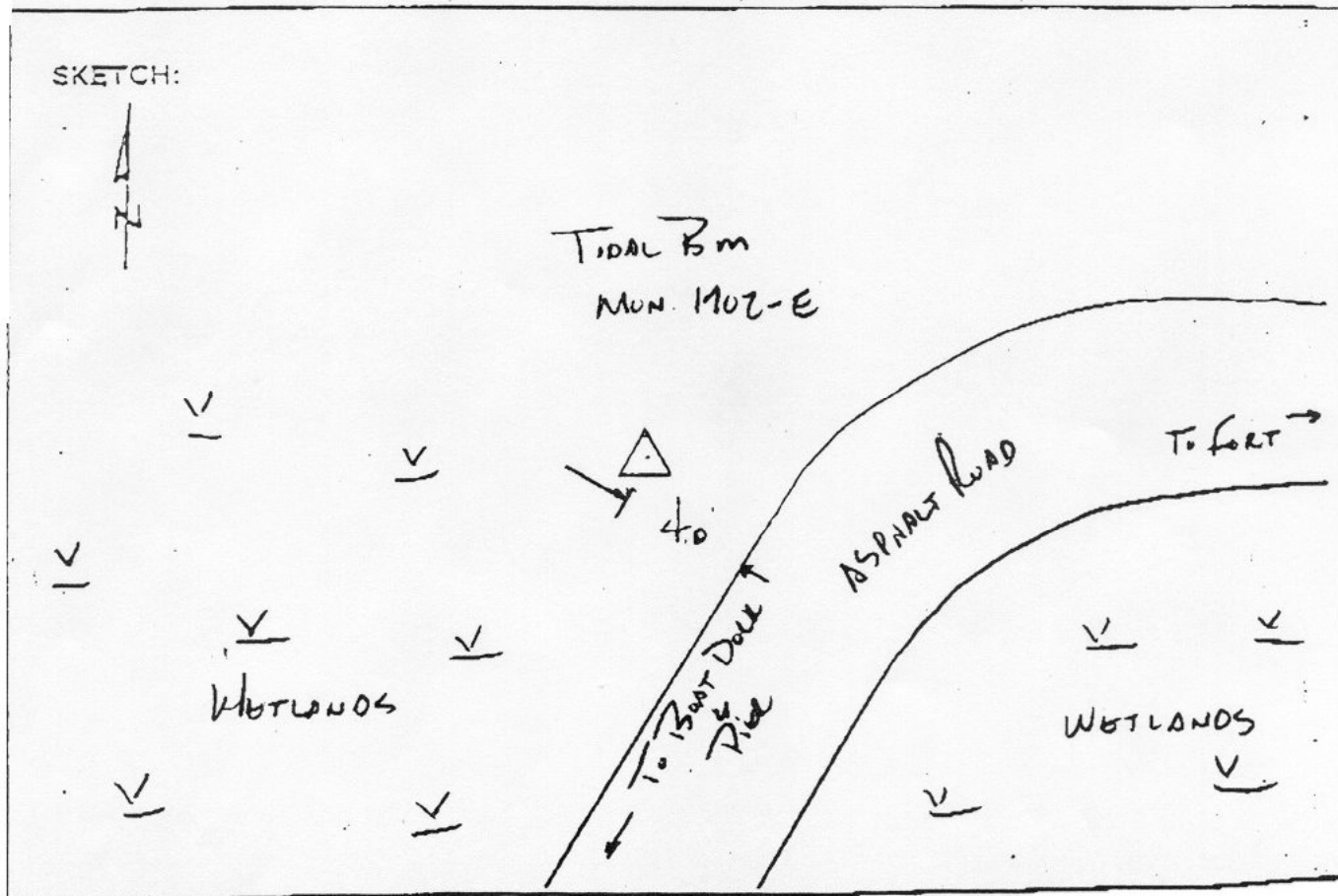
**GEO
SERVICES**

Global Positioning, Aerial Mapping,
And Transportation Surveying

GPS OBSERVATION LOG SHEET

OBSERVER: <i>Nimrod Workman</i>	PROJECT NO:
SYSTEM NO: <i>A</i>	DATE: <i>8/24/99</i>
WEATHER CONDITIONS: <i>Cloudy, warm</i>	

POINT NAME	HEIGHT (METRIC)	HEIGHT (FEET)	HEIGHT (FEET & INCHES)
MON 1702-E	1.233 m ✓	4.04	4 - 0 ⁹ / ₁₆ "



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(757) 499-7985

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INFORMATION ON
CHARACTER OF MATERIALS

CHARACTER OF MATERIALS

The following information is the result of a geo-acoustic study of the Delaware River Main Channel conducted in July of 1991.

<i>Area of Work</i>	<i>Material Type</i>	<i>Material Density (g/l)</i>
Channel, STA 206+202 to 225+000	Sand*	2100

* In the channel area from STA 206+202 to STA 225+000 and the Deepwater Pt./Bulkhead Bar/New Castle bend, the Contractor can expect to encounter cobbles, boulders and displaced riprap from Pea Patch Island during excavation of the channel. The quantity and location of these materials is unknown.

ABSTRACT OF BOTTOM SAMPLES										DATE OF SAMPLING 23 March 2000		SAMPLING BY SHUMAN'S SURVEYS	
LOCATION Delaware River										DATH		DENSITY BY Dan Kelly, PE 4/26/00	
NUMBER	STATION	NORMAL DISTANCE	MACHINE SOUNDING	LEAD LINE		HARPOON DEPTH	SAMPLE RETAINED	BOTTLE DEPTH	DENSITY	REMARKS			
				LIGHT	HEAVY								
1 P	Bulkhead Bar Range 212+000	600'E	45.5	45.5	45.5	45.5				Peterson dredge Sand & Gravel Dark gry med. to coarse SAND, some dark gry silt, trace of fine gravel			
2 P	New Castle Range 217+000	4	44.1	44.1	44.1	44.1				Peterson dredge Rocks Fine to coarse GRAVEL			
3 P	221+000	250'W	45.0	45.0	45.0	45.0				Peterson dredge Sand & Gravel Dark gry med. to coarse SAND, some fine to coarse gravel			
4HA	230+000	4	45.6	45.6	46.1	47.6	TOP 1.0'		1264	HA			
4HB	"	"	"	"	"	"	BOT. 1.0'		1378	---			
										4HA - Dark gry very soft clayey SILT, trace of fine sand			
										4HB - Dark gry very soft clayey SILT trace of fine sand.			

SPECIFICATIONS

BANK STABILIZATION AND RESTORATION

PEA PATCH ISLAND, FORT DELAWARE STATE PARK
NEW CASTLE COUNTY, DELAWARE

PROJECT TABLE OF CONTENTS

SECTION NO.

TITLE

DIVISION 1 - GENERAL REQUIREMENTS

01010	DESCRIPTION OF WORK
01060	SAFETY
01320	CONSTRUCTION PHOTOGRAPHY
01330	SUBMITTAL PROCEDURES
01350	DIVING SERVICES
01355	ENVIRONMENTAL PROTECTION
01420	SOURCES FOR REFERENCE PUBLICATIONS
01450	CONTRACTOR QUALITY CONTROL
01500	TEMPORARY CONSTRUCTION
01780	AS-BUILT DRAWINGS

DIVISION 02 - SITE WORK

02080	UNEXPLODED ORDNANCE (UXO) CONSTRUCTION SUPPORT
02200	SLUICE GATE RESTORATION
02231	CLEARING AND GRUBBING
02243	GEOTEXTILE
02275	STONE MATERIALS
02315	EXCAVATION AND FILL
02390	DREDGED FILL
02630	DRAINAGE PIPE INSTALLATION

DIVISION 04 - MASONRY

04410	STONE WALL
-------	------------

(ONLY DIVISIONS 1, 2 AND 4 ARE USED IN THESE SPECIFICATIONS)

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SECTION 01010

DESCRIPTION OF WORK

PART 1 GENERAL

1.1 SCOPE

The section presents a general description of the work to be accomplished under this contract.

1.2 DESCRIPTION OF THE CONTRACT WORK

The site of the work is located at Pea Patch Island, Delaware. The contract work consists of, but is not limited to, the following items of work.

Base Bid:

- a. Acquire a Soil and Erosion Control Permit from the New Castle County, Delaware Soil Conservation District.
- b. Clearing and grubbing of the construction area, as required. All trees, grubbed material and other debris is to be removed off-site.
- c. Construction of a 12 feet wide stone roadway as shown on the drawings.
- d. Place riprap fill (for wall foundation) behind existing north and south breakwaters.
- e. Place fill behind north and south breakwaters. Contractor may dredge sand and gravel material from the Delaware River borrow area located in the New Castle Range, Station 219+000 to 223+000, transport to the site, and pump to the fill areas behind the breakwater or may provide approved fill material from an offsite source.
- f. Relocate five (5) cut granite stones from their existing locations (north fill area) to a storage location on the island as directed by the Construction Officer.
- g. In the south breakwater fill area, form the drainage ditch along the shoreline, place top soil and plant grass in general fill area.
- h. At south sluiceway, perform excavation and backfill of trench, and installation of approximately 130 feet of 24" diameter concrete drainage pipe from the drainage ditch to the sluiceway drainage tunnel, including an installation of a precast concrete headwall and connecting the pipe to the sluice gate structure.
- i. At south sluiceway, install one missing granite capstone. The capstone is existing on-site.
- j. At south sluiceway, excavate the sluiceway tunnel, dislodge the existing sluiceway, and clear tunnel to allow free flow of water.

k. Planting of wetland plants in the south drainage ditch.

l. Provide a sample historical cut stone wall on site for approval of construction methods. (Stone for wall will be Government-furnished; Contractor will be required to transport stone from Fort Mifflin to Pea Patch Island.)

m. Build an historical 4 feet high by 3 feet wide dry cut granite stone wall approximately 870 feet long along the backside of the south breakwater and 550 feet along the backside of the north breakwater on riprap foundation. (Stone for wall will be Government-furnished; Contractor will be required to transport stone from Fort Mifflin to Pea Patch Island.)

Option A:

a. In the north breakwater fill area, form the drainage ditch along the shoreline, place top soil and plant grass in general fill area.

b. Plant wetland plants in the north drainage ditch.

c. At north sluiceway, reconstruct the sluiceway, excavate around and the inside of existing sluiceway and tunnel area, remove tree inside sluiceway, and provide for free flow of water through the sluiceway and tunnel.

d. At north sluiceway, perform excavation and backfill of trench, and installation of approximately 85 feet of 24" diameter concrete drainage pipe from the drainage ditch to the sluiceway drainage tunnel, including a installation of a precast concrete headwall and connecting the pipe to the sluiceway structure.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

-- End of Section --

SECTION 01060

SAFETY

PART 1 GENERAL

1.1 SCOPE OF SECTION

The work specified in this section includes the development and enforcement of a safety and accident prevention program.

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

ENGINEERING MANUALS (EM)

EM 385-1-1 (1996) Safety and Health Requirements
Manual

NOTE: EM 385-1-1 and its changes are available at <http://www.hq.usace.army.mil/soh/EM385/385TOC.htm>. The Contractor shall be responsible for complying with the current edition and all changes posted on the web as of the effective date of this solicitation.

U.S. ARMY CORPS OF ENGINEERS (PHILADELPHIA DISTRICT)

Liberty from Accidents Program (1996) Philadelphia District Awards
Program

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

NOTE: Any submittals classified as "SD-01 Preconstruction Submittals" are submittals required to be submitted to, and approved by, the office indicated prior to mobilization to the contract work site. All other submittals, classified as "SD-02" through "SD-11," shall be submitted to, and approved or reviewed by, the office indicated prior to commencing the particular task to which the submittal is associated.

SD-01 Preconstruction Submittals

Qualifications; G,DO.

Name and qualifications of the Contractor's proposed safety representative.

Accident Prevention Plan; G,DO.

An accident prevention plan, prepared by the prime Contractor for the specific work, implementing in detail the pertinent requirements of EM 385-1-1 shall be submitted for approval prior

to the start of work. A suggested format for the accident prevention plan is included in EM 385-1-1, Appendix A. The plan shall be prepared for all sites and shall include, but is not limited to, the topic areas listed in Appendix A therein and the requirements of the Paragraph entitled: SAFETY AND HEALTH PROVISIONS. Each topic shall be developed in a concise manner to include management and operational aspects.

SD-07 Certificates

Activity Phase Hazard Analysis Plan; G,DO.

Prior to beginning each major phase of work, an activity hazard analysis (phase plan) shall be prepared by the Contractor for that phase of work and submitted for approval. The suggested format for the analysis is contained in Figure 1-1 of EM 385-1-1. A phase is defined as an operation involving a type of work presenting hazards not experienced in previous operations or where a new subcontractor or work crew is to perform work. The analysis shall address the hazards for each activity performed in the phase and shall present the procedures and safeguards necessary to eliminate the hazards or reduce the risk to an acceptable level.

Safety Meeting Reports.

Outline reports of all weekly and monthly safety meeting shall be submitted.

Accident Reports.

A written report for all accidents utilizing ENG FORM 3394 shall be submitted within 24 hours following such accidents.

OSHA 300 Log.

Contractor's OSHA 300 Log of Injuries shall be submitted monthly.

Floating Plant Inspection; G,DO.

A copy of the annual inspection of all plants, not subject to Coast Guard inspection, shall be submitted prior to start of work.

1.4 GENERAL

Worker safety is of paramount importance. The Contractor shall comply with the Contract Clause entitled: ACCIDENT PREVENTION, EM 385-1-1, the Philadelphia District's Liberty from Accidents Program, and all other requirements as specified herein.

1.5 SITE CONDITIONS

The conditions at the work site require that a lifesaving skiff be manned and immediately available when working over water. All safety equipment shall be in accordance with the requirements of EM 385-1-1.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 SAFETY PROGRAM

EM 385-1-1 and all subsequent revisions referred to in the Contract Clause entitled: ACCIDENT PREVENTION of this contract, are hereby supplemented as follows:

a. The Contractor shall designate an employee to be the safety representative who shall be responsible for safety matters and accident prevention activities. This safety representative shall have no other responsibilities. Such duties shall include: (1) assuring applicable safety requirements are incorporated in work methods and (2) inspecting the work to ensure that daily safety measures and instructions are implemented and documented. The proposed safety representative's name and qualifications shall be submitted in writing for approval by the Contracting Officer. This individual shall have prior experience as a safety representative or be able to demonstrate familiarity and understanding of the safety requirements over a prescribed trial period. The safety representative shall have the authority to act on behalf of the Contractor's general management to take whatever action is necessary to assure compliance with safety requirements. The safety representative is required to be on the site when work, of any kind, is being performed, unless otherwise approved by the COR.

b. Prior to commencement of any work at the job site, a preconstruction safety meeting will be held between the Contractor's safety representative and the Contracting Officer to discuss the Contractor's safety program and to review the Accident Prevention Plan and Activity Phase Hazard Analysis Plan for the first phase of work.

c. Subsequent jobsite safety meetings shall be held as follows:

(1) A safety meeting shall be held at least once a month, documented by the safety representative, with subject and attendees, for all supervisors on the project to review past activities, to plan ahead for new or changed operations and to establish safe working procedures to anticipated hazards. An outline report of each monthly meeting shall be submitted to the Contracting Officer.

(2) At least one safety meeting shall be conducted weekly, or whenever new crews begin work, by the appropriate field supervisors or foremen for all workers. An outline report of the meeting giving date, time, attendance, subjects discussed and who conducted the meeting shall be prepared and furnished to the Contracting Officer.

3.2 PHILADELPHIA DISTRICT LIBERTY FROM ACCIDENTS PROGRAM

The Philadelphia District Liberty from Accidents Program is hereby incorporated as part of these specifications. The Liberty from Accidents Program rewards Contractors who exceed safety standards. The program provides local and District-wide awards on a quarterly and annual basis.

a. The Contractor will be evaluated for awards and the final performance evaluation in safety on the frequency rate for the project. The frequency rate is calculated by the following equation: frequency = (number of lost time accidents x 200,000) divided by the number of man-hours for the project. The Contractor shall have a proactive safety plan as outlined in the Liberty from Accidents Program.

b. The Contractor evaluation procedure for the safety category shall be as follows:

RATING	CONTRACTOR FREQUENCY RATE
Outstanding	Less than or equal to 0.25.
Above Average	Greater than 0.25 but less than or equal to 0.75.
Satisfactory	Greater than 0.75 but less than or equal to 0.84.
Marginal	Greater than 0.84 but less than or equal to 1.95.
Unsatisfactory	Greater than 1.95.

Extenuating circumstances will be considered to change the safety rating in limited situations.

3.3 ACCIDENTS

Chargeable lost time accidents are to be investigated by both the Contractor and the Contracting Officer.

3.3.1 Accident Reporting

EM 385-1-1 and the Contract Clause entitled: ACCIDENT PREVENTION are supplemented as follows: The prime Contractor shall report on ENG FORM 3394, provided by the Contracting Officer's Representative, all injuries to employees or to subcontractor employee, and all damage to property and/or equipment. Verbal notification of such accidents shall be made to the Contracting Officer within 8 hours of occurrence. A written report utilizing ENG FORM 3394 shall be submitted to the Contracting Officer within 24 hours following such accidents. The report shall include the following:

a. A description of the circumstances leading up to the accident, the cause of the accident, and corrective measures taken to prevent recurrence.

b. A description of the injury and name and location of the medical facility rendering examination and treatment.

c. A statement as to whether or not the employee was permitted to return to work after examination and treatment by the medical facility, and if not, an estimate or statement of the number of days lost from work. If there have been days lost from work, the employee must be re-examined and declared fit to resume work as of the date of the report.

3.4 OSHA REQUIREMENTS

3.4.1 OSHA 300 Log

A copy of the Contractor's OSHA 300 Log of Injuries shall be submitted in accordance with the Paragraph entitled: SUBMITTALS.

3.4.2 OSHA Inspections

The Contractor shall immediately notify the Contracting Officer when an OSHA Compliance Official (Federal or State representative) presents credentials and informs the Contractor that the workplace will be inspected

for OSHA compliance. The Contractor shall also notify the Contracting Officer upon determination that an exit interview will take place upon completion of the OSHA inspection.

3.5 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for the work specified in this section and all costs in connection therewith shall be included in the costs of all the bid items.

-- End of Section --

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SECTION 01320

CONSTRUCTION PHOTOGRAPHY

PART 1 GENERAL

1.1 SCOPE OF SECTION

The work specified in this section includes construction photographs consisting of prints and digital image files showing the pre-construction condition, post-construction condition, progress of work during the contract period, work methods, and equipment utilized.

1.2 REFERENCES (Not Applicable)

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-07 Certificates

Photography Plan; G COR.

The Contractor shall submit for approval each month his photography plan, which shall include the following information: items to be photographed, locations, and the time the images are to be taken.

Pre-Construction Photographs.

Pre-Construction photographs and digital images shall be furnished to the Government within 10 calendar days of when they are taken. They shall be taken as close as possible to the beginning of the construction work. The Contractor shall provide 3-inch, 3-ring binders and plastic photo-holder pages which shall hold the size of photos submitted. The Contractor shall submit the digital images on a disc or CD.

Construction Photographs.

Construction photographs and digital images shall be furnished to the Government within 10 days of when they are taken throughout the contract period. The photos shall be submitted in plastic photo-holder pages as described above. The digital images shall be submitted on a disc or CD.

Post-Construction Photographs.

Post-Construction photographs and digital images shall be furnished to the Government within 10 calendar days of when they are taken. They shall be taken immediately after the end of the construction work. The photos shall be submitted in plastic photo-holder pages as described above. The digital images shall

be submitted on a disc or CD.

One set of photographs, and digital images, and identification information of the above required photographs, shall be sent to the Philadelphia District Office at the following address:

U.S. Army Corps of Engineers
Philadelphia District
Design Branch (CENAP-EC-DC)
Wanamaker Building
100 Penn Square East
Philadelphia, PA 19107-3390

1.4 QUALITY ASSURANCE

All photography shall be performed by a qualified, established commercial photographer.

1.5 GENERAL REQUIREMENTS

1.5.1 Prints

Prints shall be 8" x 10", color, on single weight paper with smooth surface, glossy finish. Identification information on back of each print shall include: name and location of project, item/action being photographed, General Contractor, orientation of view, date and time of exposure, and name and address of photographer.

1.5.2 Digital Images

Digital images shall be taken with a high quality digital camera using a minimum of 3,000,000 pixels. Images shall be identified by number and referenced to a printed listing containing the same identification information as used for the prints. The digital images may be furnished on 3-1/2 inch discs or compact disc (CD).

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 PHOTOGRAPHY

A minimum of 15 photographs shall be taken during each phase of the contract period (Pre-Construction, Construction, Post-Construction). The Contractor shall submit color prints and accompanying digital images showing the work methods, equipment utilized, and the progress of work at the following times during the contract period:

a. Prior to commencement of work the Contractor shall photograph the existing conditions of the work site.

b. During the progress of the work, such as at the start and completion of the definable features of work. **NOTE: All photography for documenting the "progress of work" shall be of actual, working personnel and equipment, depicting the work methods being utilized, taken during normal working hours.**

c. After completion of the work the Contractor shall photograph the site from the same locations used to determine the existing conditions

prior to construction.

d. Special events throughout the contract period as directed by the Contracting Officer's Representative.

3.2 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for the work specified in this section and all costs in connection therewith shall be included in the costs of all the bid items.

-- End of Section --

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SECTION 01330

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SCOPE OF SECTION

The work specified in this section includes the requirement to complete and maintain a submittal register and describes the procedures to be followed for the submission of submittals.

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-07 Certificates

Review and Complete Submittal Register (ENG Form 4288); G,COR.

Update Submittal Register (ENG Form 4288); G,COR.

1.3 SUBMITTAL IDENTIFICATION (SD)

Submittals required are identified by SD numbers and titles as follows:

SD-01 Preconstruction Submittals

SD-02 Shop Drawings

SD-03 Product Data

SD-04 Samples

SD-05 Design Data

SD-06 Test Reports

SD-07 Certificates

SD-08 Manufacturer's Instructions

SD-11 Closeout Submittals

1.4 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

1.4.1 Government Approved

Government approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system

must be checked, and other items as designated by the Contracting Officer. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings."

1.4.2 Information Only

All submittals not requiring Government approval will be for information only. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above.

1.5 APPROVED SUBMITTALS

The Contracting Officer's approval of submittals shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the Contractor Quality Control (CQC) requirements of this contract is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work. After submittals have been approved by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

1.6 DISAPPROVED SUBMITTALS

The Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, a notice in accordance with the Contract Clause "Changes" shall be given promptly to the Contracting Officer.

1.7 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

1.8 GENERAL

The Contractor shall make submittals as required by the specifications. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same as those used in the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) System Manager and each item shall be stamped, signed, and dated by the CQC System Manager indicating action taken. Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. Samples remaining upon completion of the work shall be picked up and disposed of in

accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

1.9 SUBMITTAL REGISTER

At the end of this section is a submittal register showing items of equipment and materials for which submittals are required by the specifications; this list may not be all inclusive and additional submittals may be required. The Contractor shall update and submit the submittal register to the COR at least monthly.

1.10 SCHEDULING

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time (a minimum of 15 calendar days exclusive of mailing time) shall be allowed and shown on the register for review and approval. No delay damages or time extensions will be allowed for time lost in late submittals.

1.11 TRANSMITTAL FORM (ENG FORM 4025)

The sample transmittal form (ENG Form 4025) attached to this section shall be used for submitting both Government approved and information only submittals in accordance with the instructions on the reverse side of the form. This form shall be properly completed by filling out all the heading blank spaces and identifying each item submitted. Special care shall be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item. The Action Code definitions on reverse side of ENG FORM 4025 shall be augmented as follows:

Code B - Approved, except as noted on the submittal and/or attached sheet. Contractor shall complete all noted actions and address all comments prior to proceeding with those items of work associated with and impacted by the noted actions/comments.

Code C - Conditionally approved, except as noted on the submittal and/or attached sheet. Resubmission and approval are required prior to proceeding with those items of work associated with and impacted by the noted actions/comments. The entire submittal, corrected to comply with the noted actions/comments, must be resubmitted

1.12 SUBMITTAL PROCEDURE

Paragraph (g) of Contract Clause: "Specifications and Drawings for Construction," is modified as specified herein. While submittals referred to in the text may use the wording "submitted to the Contracting Officer", submittals will be reviewed as indicated in column "f" of the Submittal Register (ENG Form 4288). Submittals shall be made as follows:

1.12.1 Submittals for Contracting Officer Representative (COR) Review and For Information Only (FIO)

The Contractor shall submit seven copies of submittals, on the submittal register indicated for Contracting Officer Representative (COR) approval, or, for information only (FIO), to the Contracting Officer Representative.

1.12.2 Submittals for District Office (DO) Review

The Contractor shall submit seven copies of submittals, on the submittal register indicated for the District Office (DO) approval, to the Contracting Officer Representative. The Contracting Officer Representative will forward the submittals to the District Office (DO) for review. Six copies will be submitted to the DO and one copy will be retained by the Contracting Officer Representative. The Government will be responsible for all costs incurred in transmitting these submittals.

1.12.3 Deviations

For submittals which include proposed deviations requested by the Contractor, the column "variation" of ENG Form 4025 shall be checked. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

1.12.4 Completion of Work

Upon completing the work under this contract, the Contractor shall furnish one set of prints of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the items covered by the shop drawings are completed and accepted.

1.13 CONTROL OF SUBMITTALS

The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."

1.14 GOVERNMENT APPROVED SUBMITTALS

Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and dated. Three (3) copies of the submittal will be retained by the Contracting Officer and the remaining copies of the submittal will be returned to the Contractor.

1.15 INFORMATION ONLY SUBMITTALS

Normally submittals for information only will not be returned. Approval of the Contracting Officer is not required on information only submittals. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or for check testing by the Government in those instances where the technical specifications so prescribe.

1.16 STAMPS

Stamps used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the following:

<p>CONTRACTOR</p> <p>(Firm Name)</p> <p>_____ Approved</p> <p>_____ Approved with corrections as noted on submittal data and/or attached sheets(s).</p> <p>SIGNATURE: _____</p> <p>TITLE: _____</p> <p>DATE: _____</p>
--

PART 2 PRODUCTS

PART 3 EXECUTION

3.1 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for the work specified in this section and all costs in connection therewith shall be included in the costs of all the bid items.

-- End of Section --

INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.
2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.
3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4288 for each entry on this form.
4. Submittals requiring expeditious handling will be submitted on a separate form.
5. Separate transmittal form will be used for submittals under separate sections of the specifications.
6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications--also, a written statement to that effect shall be included in the space provided for "Remarks".
7. Form is self-transmittal, letter of transmittal is not required.
8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.
9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submitted.

THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

A -- Approved as submitted.

E -- Disapproved (See attached).

B -- Approved, except as noted on drawings.

F -- Receipt acknowledged.

C -- Approved, except as noted on drawings.

FX -- Receipt acknowledged, does not comply as noted with contract requirements.

Refer to attached sheet resubmission required.

D -- Will be returned by separate correspondence.

G -- Other (*Specify*)

10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.

SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION

Pea Patch Island Bank Stabilization and Restoration

CONTRACTOR

ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH #	GOVT CLASSIFICATION OR REVIEW NUMBER	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION		DATE FWD TO APPR AUTH/ DATE RCD FROM CONTR	APPROVING AUTHORITY				MAILED TO CONTR/ DATE RCD FRM APPR AUTH	REMARKS
						SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION		DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION		
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		00700	SD-01 Preconstruction Submittals														
			Payroll Basic Records & Statements of Compliance		G COR												
			Affirmative Action Compliance Plan		G COR												
			Dredging Progress Schedule		G COR												
		00800S	SD-01 Preconstruction Submittals														
			Copy of Request to USCG for Notice to Mariners		FIO												
			Copy of Request to USCG for Movement of Navigation Aids		FIO												
			Copy of Request to USCG for Placing Submerged Pipelines Across Channel		FIO												
		01060	SD-01 Preconstruction Submittals														
			Qualifications		G DO												
			Accident Prevention Plan		G DO												
			SD-07 Certificates														
			Activity Phase Hazard Analysis Plan		G DO												
			Safety Meeting Reports		FIO												
			Accident Reports		FIO												
			OSHA 300 Log		FIO												
			Floating Plant Inspection		G DO												
		01320	SD-07 Certificates														
			Photography Plan		G COR												

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SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION

Pea Patch Island Bank Stabilization and Restoration

CONTRACTOR

ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH	GOVT CLASSIFICATION OR REVIEW NUMBER	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION		DATE FWD TO APPR AUTH/ DATE RCD FROM CONTR	APPROVING AUTHORITY				MAILED TO CONTR/ DATE RCD FRM APPR AUTH	REMARKS
						SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION		DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION		
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		01320	Pre-Construction Photographs		FIO												
			Construction Photographs		FIO												
			Post-Construction Photographs		FIO												
		01330	SD-07 Certificates														
			Review and Complete Submittal Register (ENG Form 4288)		G COR												
			Update Submittal Register (ENG Form 4288)		G COR												
		01350	SD-07 Certificates														
			Diving Plan		FIO												
			Diving Operations Manual		FIO												
			Daily Logs		FIO												
		01355	SD-01 Preconstruction Submittals														
			Location of Storage Facilities		G COR												
			SD-02 Shop Drawings														
			Hopper Dredge Basket or Screens		G COR												
			SD-07 Certificates														
			Environmental Protection Plan		G COR												
			Soil Erosion and Sediment Control Plan		G COR												
			Landfill		G COR												
		01450	SD-07 Certificates														
			Quality Control Plan		G COR												
			Qualifications		G COR												
			Changes to Quality Control Plan		G CO												
			Daily CQC Report		G COR												

SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION

Pea Patch Island Bank Stabilization and Restoration

CONTRACTOR

ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH	GOVT CLASS / A / E REVIEW / R	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION		DATE FWD TO APPR AUTH/ DATE RCD FROM CONTR	APPROVING AUTHORITY				MAILED TO CONTR/ DATE RCD FRM APPR AUTH	REMARKS
						SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION		DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION		
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		01450	Preparatory, Initial, and Final Phase Meeting Minutes		G COR												
		01500	SD-01 Preconstruction Submittals Temporary Facilities Plan		G COR												
		01780	SD-07 Certificates Progress Prints		G COR												
			SD-11 Closeout Submittals As-Built Drawings		G COR												
		02080	SD-07 Certificates UXO Operations Plan		G												
			Supplement to Safety Plan		G												
			Explosive Management Plan		G												
			Resumes		G												
			OE Report		G												
		02200	SD-02 Shop Drawings Sluice Gate Restoration		G DO												
			Record Drawings		G DO												
			SD-07 Certificates Contractor Qualifications		G DO												
			Hardware and Accessories; Timber		G DO												
			SD-08 Manufacturer's Instructions Application		G												
		02231	SD-07 Certificates Tree wound paint		G												
			Landfill Tickets		G												

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SUBMITTAL REGISTER

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Pea Patch Island Bank Stabilization and Restoration

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ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH #	GOVT CLASSIFICATION OR REVIEW NUMBER	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION		DATE FWD TO APPR AUTH/ DATE RCD FROM CONTR	APPROVING AUTHORITY				MAILED TO CONTR/ DATE RCD FRM APPR AUTH	REMARKS
						SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION		DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION		
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		02243	SD-04 Samples														
			Geotextile		G DO												
			SD-07 Certificates														
			Geotextile		G DO												
			Work Plan for Placement of Geotextile		G												
		02275	SD-02 Shop Drawings														
			Record Drawings		G												
			SD-03 Product Data														
			Stone Source and Records		G DO												
			Gradation Curve		G DO												
			SD-04 Samples														
			Graded Riprap Example Pile		G DO												
			SD-07 Certificates														
			Work Plan		G DO												
			Plant Slips		G												
		02315	SD-06 Test Reports														
			Fill test		FIO												
		02390	SD-05 Design Data														
			Before- and After-Dredging		G DO												
			Surveys of Borrow Area														
			Surveys		G DO												
			SD-02 Shop Drawings														
			Borrow Area		G COR												
			SD-07 Certificates														
			Qualifications		G COR												

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SECTION 01350

DIVING SERVICES

PART 1 GENERAL

1.1 SCOPE OF SECTION

The work specified in this section includes the development and enforcement of a diving services plan.

NOTE: Though diving services are not required as part of the general scope of work for this project, it is Philadelphia District policy to include a section covering commercial diving operations for all construction projects that are conducted on, or near, the water. The reasoning for this is the fact that unforeseen circumstances (such as lost equipment recovery, unknown sunken object investigation/removal, etc.) may require the need for commercial diving services. In the event the need for this type of operation occurs, including a commercial diving section in the contract specifications helps to ensure that the Contractor is aware of the requirements for conducting commercial diving operations on USACE Philadelphia District projects.

1.2 GENERAL REQUIREMENTS

All diving performed under this contract shall be in strict accordance with the rules and regulations prescribed by the U.S. Navy Diving Manual: 0910-LP-708-8000; 29 CFR Part 1910, Subpart T; 29 CFR Part 1915; the EM 385-1-1, Section 30; and ER 385-1-86, except as modified below. A Contracting Officer's Representative, will be designated by the Contracting Officer at the Post Award Conference, to act for the Contracting Officer for all submissions, directions and/or acceptance(s) required under the specifications. There will also be an individual designated as the District Dive Coordinator.

1.3 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

ENGINEERING MANUALS (EM)

EM 385-1-1	(Latest Rev.) Safety and Health Requirements Manual
ER 385-1-86	(July 1994) Engineer Regulation, Government Personnel Diving Operations

CODE OF FEDERAL REGULATIONS (CFR)

29 CFR Part 1910	(1999) Occupational Safety and Health Standards
29 CFR Part 1915	(1999) Safety and Health Standards Applicable to Shipyard Employment

NAVAL SEA SYSTEMS COMMAND (NAVSEA)

0910-LP-708-8000

(Jan 1999) U.S. Navy Diving Manual,
Revision 4

1.4 SUBMITTALS

NOTE: The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES. These submittals are for Government acceptance. The COR may require resubmittal of these submittals if deemed necessary.

SD-07 Certificates

Diving Plan

Submit, for review, at least 10 days prior to any diving operations, a Project/Task Specific Dive Plan prior to performing any actual dive task or assignment. Each separate Dive Plan will require review and acceptance by the Contracting Officer's Representative prior to commencing any diving required under this contract. A typical Dive Plan (the Contractor may prepare a form with the appropriate subject/item already listed with blank spaces to be filled in as required for each Dive Plan submitted) shall include the following information as a minimum:

- a. Dive Plan for: (project and specific tasks).
- b. Name of Contractor (and diving subcontractor if required).
- c. Contract Number.
- d. Date of Dive Plan submission.
- e. Name of diving supervisor preparing the Dive Plan.
- f. Description of proposed work and diving mission.
- g. Approximate time and date dive mission will start.
- h. Listing of diving equipment to be used.
- i. Name or type of diving platform to be used.
- j. Planned depth of dive and maximum depth to bottom.
- k. Maximum single dive bottom time for the planned depth of dive for each diver.
- l. Surface and underwater conditions , to include visibility, temperature, thermal protection, and currents.
- m. Lockout/Tagout procedures, including procedures for dealing with differential pressures.
- n. Listing of special tools or equipment to be used.
- o. Materials to be handled or installed.

p. Listing by name each member of the diving team. The first time each diver is employed on the job, the Contractor shall attach to the dive plan a qualification statement and copy of the diver's current medical record, giving the physician's written report and opinion of the diver's fitness for exposure to hyperbaric conditions, including any limitations to such exposure. The required qualifications statement and current medical report shall be in accordance with EM 385-1-1. Diver's qualification statement and medical record need not be attached to subsequent Dive Plans unless a diver's medical report has expired and a new medical report has been submitted.

q. Listing by name each person directly involved in topside assistance/support to the dive team.

r. Listing of information and equipment required at the dive site. The following information and work materials shall be available at the dive site, either referenced in the Diving Operations Manual or work materials furnished by the Contractor: U. S. Navy Standard Air Decompression Table; Diving Log Sheets; Repetitive Dive Worksheets; Table of No-Decompression Air Dives; means of direct emergency communications between the dive site and the Contractor's project office, the Dive Coordinator/Dive Inspector; stop watch or equivalent, as required to monitor times for each diver; standard first aid supplies; litter or tilt board and a manual resuscitator capable of administering oxygen; portable VHF marine band radio as required to communicate with vessel traffic.

s. Listing of information required at the dive site and the project office; local emergency medical assistance names, locations, and telephone numbers for ambulance service, hospital, and doctor, emergency medical evacuation assistance for ground and/or air transportation facilities with point of contact names, locations and telephone numbers; nearest emergency medical facility with hyperbaric chamber capable of recompression equivalent to 165 feet of water, with point of contact names, location and telephone numbers.

t. The Dive Plan shall contain the following statement: "If for any reason the diving plan, as accepted, is altered in scope of mission, depth, personnel, or equipment, the Philadelphia District Diving Coordinator shall be contacted in order to review the proposed diving plan revision prior to the actual diving operation." (24 Hrs).

Diving Operations Manual

Submit, for review, at least 15 days prior to any diving operations, a Diving Operations Manual, which shall depict the Contractor's general plan for accomplishing the diving operations required under this contract. The Diving Operations Manual shall be reviewed by the Contracting Officer's Representative prior to commencing of any diving operations under this contract. The Diving Operations Manual shall include the following information as a minimum:

- a. A complete copy of 29 CFR Part 1910, Subpart T, and the Contractor's proposed method of complying with each of its pertinent parts.
- b. U. S. Navy Standard Air Decompression Table.
- c. A sample of the Diving Log sheets to be used under this contract.

- d. A sample of the Repetitive Dive Worksheets or equivalent (dive profile method) to be used under this contract.
- e. U. S. Navy Table of No-Decompression Limits and Repetitive Group Designation for No-Decompression Air Dives.
- f. U. S. Navy Residual Nitrogen Timetable for Repetitive Air Dives.
- g. An outline of emergency communications between the dive site and the Contractor's project office (located at the job site); Contractor-furnished portable radios, hardware, telephone hookup, etc.
- h. An outline of proposed treatment and emergency evacuation for drowning, gas embolism, decompression sickness, or traumatic injury.
- i. Emergency assistance information, including location, telephone numbers, and names of nearest doctor, hospital, emergency ground and air transportation, recompression facilities, and other appropriate medical assistance.
- j. An Activity Hazard Analysis Plan, setting forth potential hazards, means of prevention, and actions to be taken should an accident involving the potential hazard occur. Minimum coverage in the Activity Hazard Analysis Plan shall include; means of prevention and procedures for dealing with fire, equipment failure, and adverse environmental conditions, drowning, air embolism, decompression sickness, hypoxia, carbon dioxide excess, carbon monoxide excess, strangulation, various type of squeezing, fouling or entanglement, mechanical injury, overexertion/exhaustion, hypothermia, hyperthermia, currents caused by hydraulic differential through the structure, and electrocution and blowup if dry suits are used.
- k. An outline of pre-dive briefings and equipment checkout procedures for daily diving activities under this contract.
- l. An outline of qualifications and experience requirements for the dive team members, required under this contract. As a minimum, each team member shall have at least one (1) year of commercial experience in the applicable position; divers shall have completed at least four (4) working dives to the depths required by this contract, using the particular diving techniques and equipment to be used under this contract. Divers shall demonstrate that at least one (1) of the four (4) qualification dives was performed in the last six (6) months prior to the contract award date.
- m. An outline of the medical qualifications required for divers to be employed under this contract. As a minimum, each diver shall meet the certification requirements specified in 29 CFR Part 1910, Subpart T, and EM 385-1-1, Section 30.
- n. An outline of diving equipment, maintenance procedures and certification of analysis of air output for diving air supply compressors to be used under this contract. As a minimum, the equipment maintenance procedures shall indicate method of testing, frequency, and repair methods used. Diving air supply compressors' output air shall be in conformance with the following limits: oxygen - 20 to 22 percent by volume, carbon dioxide - 1,000 ppm maximum, carbon monoxide - 20 ppm maximum, total hydrocarbons - 25 ppm maximum, particulates - 5 mg/cubic meter maximum, and have no objectionable odor.

o. An outline of administrative and record-keeping procedures. As a minimum, the outline shall contain (by title of position) job responsibilities, the chain of command, daily briefing and diving safety orientation procedures, log and diving-related record-keeping responsibilities, equipment maintenance and pre-dive equipment checklist, etc.

Daily Logs

Submit each day, to the Contracting Officer/District Dive Coordinator fully completed copies of the previous day's Diving Log Sheets and any other work sheets prepared in conjunction with the Diving Log Sheets.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 RESTRICTIONS

Only surface air-supplied diving within the No-Decompression Limits, using the previously cited U. S. Navy Diving Tables, will be permitted under this contract, unless otherwise accepted by the Contracting Officer. Any deviation from or modification to the U. S. Navy Diving Tables, proposed by the Contractor, shall be submitted at the time the Diving Operations Manual is submitted, with any such deviation or modification clearly identified for review purposes.

3.2 DOCUMENTS AVAILABILITY

One (1) copy of the accepted Diving Operations Manual (to be kept in D.O.) and one (1) copy of the appropriate accepted Diving Plan shall be available at the dive site while diving operations are underway.

3.3 COORDINATION

All Diving activities shall be conducted with full knowledge and close coordination with the Contracting Officer and Dive Coordinator. Divers shall not enter the water or move from prescribed location without the acceptance of the Dive Inspector or Dive Coordinator.

3.4 PRE-DIVE CHECK

Prior to the dive and at the scene of the dive, the Contractor will meet with the USACE diving inspector and shall insure, as a minimum, the following pre-dive checks are performed:

- a. Breathing air tanks contain sufficient air supply to perform the required work, i.e., standby air tanks are on site and full to the capacity (3,000 psi). A pressure reading shall be taken to insure that approximately 3,000 psi of breathing air is contained.
- b. All diving equipment shall be checked for proper function prior to diver entry.
- c. All necessary safety equipment specified hereinbefore are on site and functioning properly.
- d. Lockout/tagout procedures are followed and the diving supervisor is

in possession of the key or keys.

e. Crane signals are reviewed and radio communications with the crane operator is functioning properly, when applicable.

f. Welding or cutting procedures are clearly reviewed, the proper welder polarity is set and precautions have been taken to insure that electrocution will not occur.

g. A pre-dive briefing shall be given which includes but is not limited to, the accident management plan, activity hazards analysis, equipment check list, diving logs, diving conditions, and diving procedures.

3.5 DIVE TEAM CREW REQUIREMENTS

The following dive team members are required as the minimum crew manning levels:

Comply with EM 385-1-1, Appendix N, Table III.

3.5.1 Surface-Supplied Air Mode

All working dives requiring communications between the Divers and topside to direct crane load movements, etc., shall be performed in surface-supplied air mode. The minimum crew manning level consists of the In-water Diver, Stand-by Diver, Diver Tender, and Dive Supervisor. A member of the crew shall be responsible for radio communications and timekeeping. Surface-supplied air gear shall include hardwire communications and a diver carried air reserve.

3.6 MEASUREMENT AND PAYMENT

The work specified in this section will not be measured for payment and all costs in connection therewith shall be included in the costs of all the bid items.

-- End of Section --

SECTION 01355

ENVIRONMENTAL PROTECTION

PART 1 GENERAL

1.1 SCOPE

This section covers the furnishing of all labor, material and equipment and performing all work required for the protection of the environment during construction and dredging operations except for those measures set forth in other sections of these specifications.

1.2 REFERENCES (Not Applicable)

1.3 DEFINITION OF ENVIRONMENTAL PROTECTION

For the purpose of this specification, environmental protection is defined as the retention of the environment in its natural state to the greatest extent possible during project construction and dredging operations and to enhance the natural appearance in its final condition. Environmental protection requires consideration of air, water, and land resources and involves noise, solid waste-management and management of other pollutants. In order to prevent, and to provide for abatement and control of any environmental pollution arising from the construction activities and dredging operations in performance of this contract, the Contractor and his subcontractors shall comply with all applicable Federal, state, and local laws and regulations and shall obtain all necessary permits required by same.

1.4 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

NOTE: Any submittals classified as "SD-01 Preconstruction Submittals" are submittals required to be submitted to, and approved by, the office indicated prior to mobilization to the contract work site. All other submittals, classified as "SD-02" through "SD-11," shall be submitted to, and approved or reviewed by, the office indicated prior to commencing the particular task to which the submittal is associated.

SD-01 Preconstruction Submittals

Location of Storage Facilities; G,COR.

Plans showing storage and other construction facilities shall be submitted for approval of the Contracting Officer.

SD-02 Shop Drawings

Hopper Dredge Basket or Screens; G,COR.

Drawings showing the design and method of fabrication of the

basket or screen used for hopper dredging as specified shall be submitted for approval prior to the commencement of dredging activities.

SD-07 Certificates

Environmental Protection Plan; G,COR.

Prior to commencement of the work, the Contractor shall submit to the Contracting Officer for approval his proposed environmental protection plan. This shall be followed by a meeting with representatives of the Contracting Officer to develop mutual understandings relative to compliance with this provision and administration of the environmental protection program. Approval of the Contractor's plan for environmental protection will not relieve the Contractor of his responsibility for adequate and continuing control of pollutants.

Soil Erosion and Sediment Control Plan; G,COR.

The Contractor shall prepare and submit to the New Castle County Soil Conservation District for certification, a Soil Erosion and Sediment Control Plan. Three copies of the approved Soil Erosion and Sediment Control Plan shall be submitted to the Contracting Officer prior to the commencement of work.

Landfill; G,COR.

The Contractor shall furnish a copy of the letter of permission from any landfill to be used for the disposal of excavated materials or debris from the project site. The letter shall include any special handling required by the landfill for disposal of "special" materials.

1.5 NOTIFICATION

The Contracting Officer will notify the Contractor in writing of any non-compliance with the aforementioned Federal, state, or local laws or regulations. Such notice, when delivered to the Contractor or his authorized representative at the site of the work, shall be deemed sufficient for the purpose. The Contractor shall, after receipt of such notice, immediately inform the Contracting Officer of proposed corrective action and take such action as may be approved. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made subject of a claim for extension of time or for excess costs or damages by the Contractor.

1.6 SUBCONTRACTORS

Compliance with the provisions of this section by subcontractors will be the responsibility of the Contractor.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 PROTECTION OF LAND RESOURCES

3.1.1 General

The land resources within the project boundaries and outside the limits of permanent work performed under this contract shall be preserved in their present condition or be restored to a condition after completion of construction that will appear to be natural and not detract from the appearance of the project. The Contractor shall confine his construction activities to areas defined by the plans and specifications. The following additional requirements are intended to supplement the requirements of the Contract Clauses. Photographs shall be taken by the Contractor prior to start of work and submitted to the Contracting Officer to provide a basis for any restoration activities.

3.1.2 Prevention of Landscape Defacement

Except in areas indicated on the plans or specified to be cleared, the Contractor shall not deface, injure, or destroy trees or shrubs, nor remove or cut them without the authority of the Contracting Officer. Ropes, cables, or guys shall not be fastened to or attached to any existing nearby trees for anchorages unless specifically authorized. Where such special emergency use is permitted, it shall be performed in such a manner as to avoid damage to the trees. The Contractor shall in any event be responsible for any damage resulting from such use. Where the possibility exists that trees may be defaced, bruised, injured, or otherwise damaged by the Contractor's equipment or operations, the Contractor shall adequately protect such trees. Stone, earth or other material that is displaced into uncleared areas shall be removed. Monuments and markers shall be protected before construction operations commence.

3.1.3 Restoration of Landscape Damage

Any tree, turfed areas or other landscape feature scarred or damaged by the Contractor's equipment or operations shall be restored to a condition satisfactory to the Contracting Officer. Restoration of scarred and damaged trees shall be performed in an approved manner by experienced workmen. Trees damaged beyond restoration shall be removed and disposed of under requirements for excavation. Trees that are to be removed because of damage shall be replaced at the Contractor's expense by nursery-grown trees of the same species or a species approved by the Contracting Officer. The size and quality of nursery-grown trees shall also be approved by the Contracting Officer. Any disturbed areas shall be re-planted with the same plant species impacted by the disturbance and mulched as directed by the Contracting Officer.

3.1.4 Location of Storage Facilities

Contractor's storage and other construction buildings, which are required in the performance of the work, shall be located upon cleared portions of the job site and shall require the written approval of the Contracting Officer. The preservation of the landscape shall be an imperative consideration in the selection of all sites. Plans showing storage and other temporary construction facilities shall be submitted for approval of the Contracting Officer.

3.1.5 Post Construction Cleanup or Obliteration

The Contractor shall obliterate all signs of temporary construction

facilities, excess materials, or any other vestiges of construction as directed by the Contracting Officer. The area will be restored to near natural conditions which will permit the growth of vegetation thereon.

3.2 RECORDING AND PRESERVING HISTORICAL AND ARCHAEOLOGICAL FINDS

The construction site for the fill areas behind the north and south breakwaters has been surveyed by others for historical and archeological items. All items having any apparent historical or archaeological interest which are discovered in the course of any construction activities shall be carefully preserved. The Contractor shall leave the archaeological find undisturbed and shall immediately report the find to the Contracting Officer so that proper authorities may be notified.

3.2.1 Relocation of Specific Archaeological Items

The Contractor shall relocate five cut granite stones (2 ft. x 2 ft. x 6 ft., weighing approximately two (2) tons each) to a location on the island designated by the Contracting Officer.

3.3 PROTECTION OF WATER RESOURCES

3.3.1 General

The Contractor shall not pollute any streams, rivers or waterways with fuels, oils, bitumens, calcium chloride, acids, insecticides, herbicides or other harmful materials. The Contractor shall investigate and comply with all applicable Federal, state, county, and municipal laws concerning pollution of rivers and streams.

3.3.2 Soil Erosion and Sediment Control

3.3.2.1 DNREC Requirements

The Contractor shall conduct his operations in conformance with all Delaware Department of Natural Resources and Environmental Control (DNREC) sediment and stormwater regulations and the approved Erosion and Sediment Control Plan indicated on the drawings. Any proposed changes to the approved plan shall be coordinated and approved by DNREC. The Contractor shall designate a responsible individual who holds a certificate of attendance at a DNREC approved sediment and stormwater training class to administer the approved plan during the contract work. Certification must be obtained prior to initiation of any land disturbing operations.

3.3.2.2 General Soil Erosion and Sediment Control Requirements

Surface drainage from cuts and fills within the limits of the work shall be held in suitable sedimentation ponds or shall be graded to control erosion within acceptable limits. Temporary erosion and sediment control measures shall be provided and maintained until the permanent work is completed and operative. The area of bare soil exposed at any given time by construction shall be restricted to a minimum. Fills and waste areas shall be constructed by selective placement of materials to eliminate silts or clays on the surface which may erode and contaminate the adjacent waterway. The Contractor shall comply with all applicable laws concerning soil erosion and sediment control.

3.3.3 Disposal

Disposal of any debris resulting from the contract work and any wastes, effluents, trash, garbage, oil, grease, chemicals, etc., in or adjacent to the work area will not be permitted. If any waste material is dumped in unauthorized areas, the Contractor shall remove the material and restore the area to its original condition. If necessary, contaminated ground shall be excavated, disposed of as directed by the Contracting Officer, replaced with suitable fill material, compacted and finished with topsoil, and planted as required to reestablish vegetation.

3.4 PROTECTION OF FISH AND WILDLIFE

3.4.1 General

The Contractor shall at all times perform all work and take such steps required to minimize interference with or disturbance to fish and wildlife. The Contractor will not be permitted to alter water flows or otherwise disturb native habitat adjacent to the work area which, in the opinion of the Contracting Officer, are critical to fish and wildlife.

3.4.2 Whale Monitoring

The Contractor shall observe for the presence of whales during all dredging activities in this Contract, and shall record the presence of any whales on the Daily Report of Operations form. The Contractor shall notify the Contracting Officer immediately following the sighting of a whale.

3.4.3 Sea Turtle and Shortnose Sturgeon Monitoring (Hopper Dredging Only)

If a hopper dredge is used for dredging, the Contractor shall comply with the following requirements from 1 June to 30 November. The intent of the following requirements are to monitor and document the presence of and document the effect of dredging on sea turtles and shortnose sturgeon. The intent of the following requirements is not to stop the dredging operations upon the encounter with sea turtles or shortnose sturgeon.

3.4.3.1 General

The Contractor will provide a qualified National Marine Fishery Service-approved observer, approved by the Contracting Officer, to monitor for the presence of shortnose sturgeon and sea turtles and or sturgeon or sea turtle parts being pulled into the hopper during dredging operations. The Contractor shall notify the Contracting Officer of the dredging starting date, seven calendar days prior to the commencement of dredging operations downstream of the Delaware Memorial Bridges. The Contractor shall not perform dredging operations unless the observer is aboard the Contractor's dredge and baskets or screening have been approved and installed. The Contractor shall provide a private sleeping quarter and a private bathroom and private shower facility, for the exclusive use by the Government observer. The Contractor shall also provide accommodations and meals for the observer in accordance with SPECIAL CLAUSE: ACCOMMODATIONS AND MEALS FOR GOVERNMENT INSPECTORS; and transportation for the observers in accordance with SPECIAL CLAUSE: INSPECTION. These requirements shall be in addition to those for the government inspectors. The observer must work in shifts - 6 hours on, then 6 hours off. The shifts to be worked (on-status and off-status) shall be alternated weekly. The Contractor shall notify the Contracting Officer immediately following the discovery of a sea turtle or sturgeon or of sea turtle or sturgeon parts. Daily

monitoring logs shall be kept and submitted to the Contracting Officer weekly.

3.4.3.2 Hopper Dredge Modifications

a. Baskets or Screens: The Contractor shall install baskets or screening over the hopper inflow and overflows. The baskets or screening shall have openings of approximately 4 inches by 4 inches. Dredges not capable of screening both hopper inflow and overflow will not be acceptable under this contract. The design and method of fabrication will depend on the construction of the dredge used and shall be subject to the approval of the Contracting Officer. The screening or baskets shall provide 100 percent coverage of all dredged material for hopper inflow or overflow. The baskets or screening shall remain in place during all dredging operations.

b. Floodlights: The Contractor shall install and maintain floodlights to allow the observers to safely monitor the baskets or screening.

c. Freezer: The Contractor shall provide sufficient space in a freezer aboard the dredge for storing dead sturgeon or sea turtles or any sturgeon or turtle parts collected during the dredging operations.

3.4.3.3 Special Dredging Operating Requirements

The Contractor shall allow sufficient time between each dredging cycle for the observers for: inspection of the baskets or screens for sturgeon or turtles and/or sturgeon or turtle parts; documentation; and collection and labeling of any dead sturgeon, turtle or sturgeon or turtle parts for freezing. Also, dredging operations shall not begin until the draghead is at the bottom of the channel. Dredging shall not be performed while the draghead is in the water column.

In the event of an injured turtle, the Marine Mammal Stranding Center in Brigantine should be contacted (609-266-0538). Unless otherwise directed by the Stranding Center, injured turtles will be held on board the dredge until such time as the trained observer decides that the turtle is ready for release or should be transported to the National Aquarium in Baltimore for rehabilitation.

3.4.3.4 Environmental Windows

To avoid impacts to nesting wading birds from noise and other construction related activities, the Contractor shall perform no construction activities south of the sluiceway between 1 April and 1 July or between the sluiceway and the forested area between 1 April and 15 September. However, if yellow crowned night herons do not establish the satellite colony during the construction year, the Contractor shall not perform construction activities between the sluiceway and the forested area between 1 April and 1 July. The Contractor shall not perform construction activities between 15 February and 15 September at the proposed segmented breakwater on the northeast corner of the island near the heron rookery.

3.5 DISPOSAL OF DEBRIS

All debris resulting from construction and dredging operations on this contract shall be removed from the work site and disposed of at the Contractor's expense. Such disposal shall comply with all applicable Federal, state, and local laws. Such materials shall be removed from the

site of the work before the date of completion of the work under these specifications.

3.6 MAINTENANCE OF POLLUTION, EROSION AND SEDIMENTATION CONTROL FACILITIES DURING CONSTRUCTION

During the life of this contract, the Contractor shall maintain all facilities constructed for pollution, erosion and sedimentation control under this contract as long as the operations creating the particular pollutant are being carried out or until the material concerned has become stabilized to the extent that pollution is no longer being created. During the construction period, the Contractor shall conduct frequent training sessions on environmental protection. The curricula should include methods of detecting and avoiding pollution; familiarity with pollution standards, both statutory and contractual; and installation and care of vegetative covers, plants and other facilities to prevent and correct environmental pollution.

3.7 MEASUREMENT AND PAYMENT

All work specified in this section for environmental protection requirements, including delineating the Contractor's limits of work and the area of archaeological value, and relocation of the architectural stones will not be measured separately for payment and all costs in connection therewith will be included in the cost of all the bid items.

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SECTION 01420

SOURCES FOR REFERENCE PUBLICATIONS

PART 1 GENERAL

1.1 REFERENCES

Various publications are referenced in other sections of the specifications to establish requirements for the work. These references are identified in each section by document number, date and title. The document number used in the citation is the number assigned by the standards producing organization, (e.g. ASTM B 564 Nickel Alloy Forgings). However, when the standards producing organization has not assigned a number to a document, an identifying number has been assigned for reference purposes.

1.2 ORDERING INFORMATION

The addresses of the standards publishing organizations whose documents are referenced in other sections of these specifications are listed below, and if the source of the publications is different from the address of the sponsoring organization, that information is also provided. Documents listed in the specifications with numbers which were not assigned by the standards producing organization should be ordered from the source by title rather than by number. The designations "AOK" and "LOK" are for administrative purposes and should not be used when ordering publications.

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS
(AASHTO)
444 N. Capital St., NW, Suite 249
Washington, DC 20001
Ph: 800-231-3475 202-624-5800
Fax: 800-525-5562 202-624-5806
Internet: <http://www.transportation.org>
AOK 5/01
LOK 2/01

AMERICAN CONCRETE PIPE ASSOCIATION (ACPA)
222 West Las Colinas Blvd., Suite 641
Irving, TX 75039-5423
Ph: 972-506-7216
Fax: 972-506-7682
Internet: <http://www.concrete-pipe.org>
e-mail: info@concrete-pipe.org
AOK 5/01
LOK 6/00

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)
100 Barr Harbor Drive
West Conshohocken, PA 19428-2959
Ph: 610-832-9585
Fax: 610-832-9555
Internet: <http://www.astm.org>
AOK 5/01
LOK 3/01

CODE OF FEDERAL REGULATIONS (CFR)

Order from:
Government Printing Office
Washington, DC 20402
Ph: 202-512-1800
Fax: 202-275-7703
Internet: <http://www.pls.com:8001/his/cfr.html>

COMMERCIAL ITEM DESCRIPTIONS (CID)

Order from:
General Services Administration
Federal Supply Service Bureau
470 E L'Enfant Plaza, S.W.
Washington, DC 20407
Ph: 202-619-8925
Internet: <http://pub.fss.gsa.gov/hl-pub.html>

CORPS OF ENGINEERS (COE)

Order from:
U.S. Army Engineer Waterways Experiment Station
ATTN: Technical Report Distribution Section, Services
Branch, TIC
3909 Halls Ferry Rd.
Vicksburg, MS 39180-6199
Ph: 601-634-2571
Fax: 601-634-2506
NOTE: COE Handbook for Concrete and Cement (Documents w/prefix
CRD-C) (1949-present; 2 Vol) free to Government offices; \$10.00
plus \$8.00 per yr for 4 qtrly supplements to others). Individual
documents, single copies free. Order from address above.

DELAWARE DEPARTMENT OF TRANSPORTATION (DelDOT)

Order from:
P.O. Box 778
Dover, DE 19903
Attn: Administrative Manager

ENGINEERING MANUALS (EM)

USACE Publications Depot
Attn: CEIM-SP-D
2803 52nd Avenue
Hyattsville, MD 20781-1102
Ph: 301-394-0081

ENGINEERING PAMPHLETS (EP)

USACE Publications Depot
Attn: CEIM-SP-D
2803 52nd Avenue
Hyattsville, MD 20781-1102
Ph: 301-394-0081

FEDERAL STANDARDS (FED-STD)

Order from:
General Services Administration
Federal Supply Service Bureau
470 E L'Enfant Plaza, S.W.
Washington, DC 20407
Ph: 202-619-8925
Fax: 202-619-8978

Internet: <http://pub.fss.gsa.gov/>

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SECTION 01450

CONTRACTOR QUALITY CONTROL

PART 1 GENERAL

1.1 SCOPE OF SECTION

The work specified in this section includes the development and implementation of a quality control program that consists of plans, procedures, and an organization necessary to produce an end product which complies with the contract requirements.

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 3740	(1999b) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
ASTM E 329	(1998a) Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-07 Certificates

Quality Control Plan; G,COR.

Quality control plan shall be submitted not later than 10 days after receipt of notice to proceed, and prior to the start of work.

Qualifications; G,COR.

Qualifications of CQC System Manager, Alternate CQC System Manager, and other CQC Personnel indicated in "Experience Matrix."

Changes to Quality Control Plan; G, COR.

Contractor shall notify Contracting Officer, in writing, of any proposed change to the CQC Plan or personnel.

Daily CQC Report; G,COR.

Submitted within 24 hours after the date covered by the report.

Preparatory, Initial, and Final Phase Meeting Minutes; G,COR.

Minutes to be attached to the Daily Quality Control Report for the day of the meeting.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause titled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence. The site project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with the quality requirements specified in the contract. The site project superintendent in this context shall be the highest level manager responsible for the overall construction activities at the site, including quality and production. The site project superintendent shall maintain a physical presence at the site at all times, except as otherwise acceptable to the Contracting Officer, and shall be responsible for all construction and construction related activities at the site.

3.2 QUALITY CONTROL PLAN

The Contractor shall furnish for review by the Government, not later than 10 days after receipt of notice to proceed, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause titled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, tests, records, and forms to be used. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

3.2.1 Content of the CQC Plan

The CQC Plan shall include, as a minimum, the following to cover all construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents:

- a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC

System Manager who shall report to the project superintendent.

- b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.
- c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters shall also be furnished to the Government.
- d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Section 01330 SUBMITTAL PROCEDURES.
- e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities will be approved by the Contracting Officer.)
- f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.
- g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.
- h. Reporting procedures, including proposed reporting formats.
- i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable features under a particular section. This list will be agreed upon during the coordination meeting.

3.2.2 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.2.3 Notification of Changes

After acceptance of the CQC Plan, the Contractor shall notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.3 COORDINATION MEETING

After the Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the CQC Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. The CQC Plan shall be submitted for review a minimum of 7 calendar days prior to the Coordination Meeting. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 Personnel Requirements

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure safety and contract compliance. The Safety and Health Manager shall receive direction and authority from the CQC System Manager and shall serve as a member of the CQC staff. Personnel identified in the technical provisions as requiring specialized skills to assure the required work is being performed properly will also be included as part of the CQC organization. The Contractor's CQC staff shall maintain a presence at the site at all times during progress of the work and have complete authority and responsibility to take any action necessary to ensure contract compliance. The CQC staff shall be subject to acceptance by the Contracting Officer. The Contractor shall provide adequate office space, filing systems and other resources as necessary to maintain an effective and fully functional CQC organization. Complete records of all letters, material submittals, show drawing submittals, schedules and all other project documentation shall be promptly furnished to the CQC organization by the Contractor. The CQC organization shall be responsible to maintain these documents and records at the site at all times, except as otherwise acceptable to the Contracting Officer.

3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within the onsite work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be a construction person with a minimum of 10 years of current experience in related work. This CQC System Manager shall be on the site at all times during construction and shall be employed by the prime Contractor. The CQC System Manager shall be assigned no other duties. An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate shall be the same as for the designated CQC System Manager.

3.4.3 CQC Personnel

In addition to CQC personnel specified elsewhere in the contract, the Contractor shall provide as part of the CQC organization specialized personnel to assist the CQC System Manager for the following areas: civil and environmental. These individuals shall be directly employed by the prime Contractor and may not be employed by a supplier or sub-contractor on this project; be responsible to the CQC System Manager; be physically present at the construction site during work on their areas of responsibility; have the necessary education and/or experience in accordance with the experience matrix listed herein. These individuals shall have no other duties other than quality control.

Experience Matrix

Area	Qualifications
a. Civil	Graduate Civil Engineer with 2 years experience in the type of work being performed on this project or technician with 5 yrs related experience
b. Environmental	Graduate Environmental Engineer with 3 yrs experience

3.4.4 Additional Requirement

In addition to the above experience and education requirements the CQC System Manager shall have completed the course entitled "Construction Quality Management For Contractors". This course is provided at the project site.

3.4.5 Organizational Changes

The Contractor shall maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

3.5 SUBMITTALS AND DELIVERABLES

Submittals, if needed, shall be made as specified in Section 01330 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals and deliverables are in compliance with the contract requirements.

3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control shall be conducted by the CQC System Manager for each definable feature of work as follows:

3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

- a. A review of each paragraph of applicable specifications, reference codes, and standards. A copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field shall be made available by the Contractor at the preparatory inspection. These copies shall be maintained in the field and available for use by Government personnel until final acceptance of the work.
- b. A review of the contract drawings.
- c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.
- d. Review of provisions that have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.
- g. A review of the appropriate activity hazard analysis to assure safety requirements are met.
- h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
- i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- j. Discussion of the initial control phase.
- k. The Government shall be notified at least 24 hours in advance of beginning the preparatory control phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

- a. A check of work to ensure that it is in full compliance with

contract requirements. Review minutes of the preparatory meeting.

- b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.
- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.
- d. Resolve all differences.
- e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
- f. The Government shall be notified at least 24 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.
- g. The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

3.6.3 Follow-up Phase

Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

3.6.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted on the same definable features of work if: the quality of on-going work is unacceptable; if there are changes in the applicable CQC staff, onsite production supervision or work crew; if work on a definable feature is resumed after a substantial period of inactivity; or if other problems develop.

3.7 TESTS

3.7.1 Testing Procedure

The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product which conforms to contract requirements. Upon request, the Contractor shall furnish to the Government duplicate samples of test specimens for possible testing by the Government. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of a Corps of Engineers approved testing laboratory or establish an approved testing laboratory at the project site. The Contractor shall perform the following activities and record and provide the following data:

- a. Verify that testing procedures comply with contract requirements.
- b. Verify that facilities and testing equipment are available and comply with testing standards.
- c. Check test instrument calibration data against certified standards.
- d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.
- e. Results of all tests taken, both passing and failing tests, shall be recorded on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test shall be given. If approved by the Contracting Officer, actual test reports may be submitted later with a reference to the test number and date taken. An information copy of tests performed by an offsite or commercial test facility shall be provided directly to the Contracting Officer. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.

3.7.2 Testing Laboratories

3.7.2.1 Capability Check

The Government reserves the right to check laboratory equipment in the proposed laboratory for compliance with the standards set forth in the contract specifications and to check the laboratory technician's testing procedures and techniques. Laboratories utilized for testing soils, concrete, asphalt, and steel shall meet criteria detailed in ASTM D 3740 and ASTM E 329.

3.7.2.2 Capability Recheck

If the selected laboratory fails the capability check, the Contractor will be assessed a charge of \$1500 to reimburse the Government for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the contract amount due the Contractor.

3.7.3 Onsite Laboratory

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests, and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

3.7.4 Furnishing or Transportation of Samples for Testing

Costs incidental to the transportation of samples or materials shall be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered to the Corps of Engineers Division Laboratory, f.o.b., at the address provided by the COR.

3.8 COMPLETION INSPECTION

3.8.1 Punch-Out Inspection

Near the end of the work, or any increment of the work established by a time stated in the Special Clause, "Commencement, Prosecution, and Completion of Work", or by the specifications, the CQC Manager shall conduct an inspection of the work. A punch list of items which do not conform to the approved drawings and specifications shall be prepared and included in the CQC documentation, as required by paragraph DOCUMENTATION. The list of deficiencies shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, the Contractor shall notify the Government that the facility is ready for the Government Pre-Final inspection.

3.8.2 Pre-Final Inspection

The Government will perform the pre-final inspection to verify that the facility is complete and ready to be occupied. A Government Pre-Final Punch List may be developed as a result of this inspection. The Contractor's CQC System Manager shall ensure that all items on this list have been corrected before notifying the Government, so that a Final inspection with the customer can be scheduled. Any items noted on the Pre-Final inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph shall be accomplished within the time slated for completion of the entire work or any particular increment of the work if the project is divided into increments by separate completion dates.

3.8.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative shall be in attendance at the final acceptance inspection. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final inspection. Notice shall be given to the Contracting Officer at least 14 days prior to the final acceptance inspection and shall include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause titled "Inspection of Construction".

3.9 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed each day, giving location, description, and by

whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.

- d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase shall be identified (Preparatory, Initial, Follow-up). List of deficiencies noted, along with corrective action.
- e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.
- f. Submittals and deliverables reviewed, with contract reference, by whom, and action taken.
- g. Offsite surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. Instructions given/received and conflicts in plans and/or specifications.
- j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 24 hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every 7 days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

3.10 SAMPLE FORMS

Sample forms enclosed at the end of this section.

3.11 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

3.12 MEASUREMENT AND PAYMENT

The work specified in this section will not be measured separately for payment and all costs in connection therewith will be included in the cost of all the bid items.

-- End of Section --

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SECTION 01500

TEMPORARY CONSTRUCTION

PART 1 GENERAL

1.1 SCOPE OF SECTION

The work covered by this section consists of furnishing all labor, materials, plant and equipment, and performing all operations required for the construction of storage areas, and service facilities needed for execution and completion of the work.

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

ENGINEERING PAMPHLETS (EP)

EP 310-1-6 (Rev a and b) Sign Standards Manual with Appendices

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

NOTE: Any submittals classified as "SD-01 Preconstruction Submittals" are submittals required to be submitted to, and approved by, the office indicated prior to mobilization to the contract work site. All other submittals, classified as "SD-02" through "SD-11," shall be submitted to, and approved or reviewed by, the office indicated prior to commencing the particular task to which the submittal is associated.

SD-01 Preconstruction Submittals

Temporary Facilities Plan; G,COR.

The Contractor shall submit to the Contracting Officer for approval, prior to the start of work, its plans showing the layout and details of all temporary facilities to be used for this contract, including the proposed locations of staging areas, proposed alignment of all safety fencing, including the location of gates.

1.4 SAFETY PRECAUTION

An underground electrical line exists within the limits of work of this contract, as indicated on the contract drawings. The Contractor shall conduct his operations in the vicinity of this electric line with care.

The location of the electric line shall be marked clearly for the duration of the contract.

PART 2 PRODUCTS

2.1 WEATHER INSTRUMENTS

2.1.1 Rain and Snow Gage

National Weather Service standard gage with stand and wind screen. The gage shall be designed to measure both rain and snow, shall be manufactured of copper and brass, and shall contain a funnel, inner tube, outer cylinder and dipstick. The wind screen shall have four 2-foot high legs and consist of 32 free-swinging leaves evenly spaced around a 48-inch diameter ring.

2.1.2 Thermometer

Minimum/maximum outdoor type with instrument shelter. The thermometer shall be mercury filled and designed to indicate minimum, maximum, and current temperatures from -40 to 130 degrees F. Where necessary, the instrument shall have a keyed lock.

2.2 TEMPORARY SAFETY FENCE

Temporary safety fence shall be orange temporary fencing as specified in

2.3 FABRICATION

All project identification and safety performance signs shall be fabricated with the materials indicated on the sheets attached to this section of the specifications. Layout of signs including coloring, lettering, and insignias shall be as shown in Section 00830. All letter and word spacing shall be in accordance with Appendix D of EP 310-1-6.

PART 3 EXECUTION

3.1 TEMPORARY CONSTRUCTION

3.1.1 General

The Contractor may utilize the area indicated on the contract drawings, subject to the approval of the Contracting Officer, for stockpiles and on-site plant and facilities as needed for the execution of the work.

3.1.2 Temporary Docking Facility

The Contractor will be responsible for providing temporary docking facilities at the location indicated on the drawings. The dock on the west side of Pea Patch Island will NOT be available to the Contractor for ANY reason for the duration of the contract. The Contractor will be responsible for transporting his workmen and the Government inspector to and from the worksite on a daily basis.

3.1.3 Delineation of the Restricted Area and Contractor's Work Limits

The Contractor shall delineate his contractor work limits as a restricted area with orange temporary fence, prior to starting any work. This delineation shall be approved by the Contracting Officer prior to the start of work.

3.1.4 Restoration of Work Site

Removal of all temporary construction and restoration of the work site upon completion of the contract shall be in accordance with the requirements of Section 01355 ENVIRONMENTAL PROTECTION.

3.2 UTILITIES

There are no utilities available at the project site. The Contractor shall provide all temporary utilities as required to complete the contract work including electricity, porta-pots, and mobile telephones.

3.3 CONTRACTOR AND GOVERNMENT PROJECT OFFICES

The Contractor is not required to establish a project office, or provide a Government project office, at the work site. The Contractor shall at all times, however, be equipped and staffed to provide essential information to the Contracting Officer or its authorized representative. The Contractor shall have in his possession, at all times, a copy of all drawings, specifications, and other pertinent information, and shall at all times give the Contracting Officer access thereto. The Contractor shall be equipped with and have on his person, during working hours, a mobile telephone for communicating with the Government. The Contractor shall provide the Contracting Officer's representative with another mobile phone for the Government's use during the contract period.

3.4 PROJECT AND SAFETY SIGNS

The Contractor shall provide a project identification sign and safety performance sign at the locations directed by the Contracting Officer. The signs shall be installed in accordance with mounting details shown on the sheet attached to this section of the specification. The signs shall be installed within 15 days of the date of Notice to Proceed and shall be maintained in good condition throughout the contract period. The information contained on the face of the safety performance sign regarding the Contractor's safety record shall be updated on a daily basis throughout the contract period. Upon completion of the contract work, the Contractor shall remove the signs from the work site and backfill all resulting holes.

3.5 WEATHER INSTRUMENTS

The Contractor shall provide and maintain at the work site in locations determined by the Contracting Officer, weather instruments consisting of a rain and snow gage with stand and a thermometer with instrument shelter. The Contractor shall take daily readings of precipitation and the minimum and maximum temperatures, and shall record such information on the Contractor Quality Control Reports as required under Section 01450 CONTRACTOR QUALITY CONTROL. This information will be used by the Contracting Officer as the basis for determining if the Contractor is entitled to a time extension for unusually severe weather in accordance with Special Clause: "Time Extensions for Unusually Severe Weather." The Contracting Officer will also consider other climatological factors such as abnormally high tides and excessive sustained wind velocities when evaluating possible time extensions. All weather instruments shall become the property of the Government and shall be furnished to the Contracting Officer upon completion of the contract work.

3.6 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for the work specified in this section and all costs in connection therewith shall be included in the costs of all the bid items.

-- End of Section --

SECTION 01780

AS-BUILT DRAWINGS

PART 1 GENERAL

1.1 SCOPE OF SECTION

The work specified in this section includes the preparation of as-built drawings complete, as a requirement of this contract.

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-07 Certificates

Progress Prints; G,COR.

The Contractor shall submit as-built marked prints with submission of each monthly pay estimate.

SD-11 Closeout Submittals

As-Built Drawings; G,COR.

The Contractor shall submit as-built drawings as specified herein.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 PROGRESS MARKED-UP AS-BUILT PRINTS

The Contractor shall mark-up one set of paper prints to show the as-built conditions for the project. These as-built marked prints shall be kept current and available on the jobsite at all times. All changes from the contract plans which are made in the work or additional information which might be uncovered in the course of construction shall be accurately and neatly recorded as they occur by means of details and notes. The as-built marked prints will be jointly inspected for accuracy and completeness by the Contracting Officer's representative and a responsible representative of the Construction Contractor prior to submission of each monthly pay estimate. The drawings shall show the following information, but not be limited thereto:

- a. The location and description of any utility lines or other installations of any kind or description known to exist within the construction area. The location shall include dimensions to permanent features.
- b. Correct grade or alignment of roads, structures, or utilities if any

changes were made from the contract plans.

- c. Correct elevation if changes were made in site grading.
- d. Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor including but not limited to fabrication, erection, installation plans and placing details, pipe sizes, insulation material, etc.
- e. The topography and grades of all drainage installed or affected as part of the project construction.
- f. All changes or modifications which result from the final inspection.
- g. Where contract drawings or specifications allow options, only the option selected for construction shall be shown on the as-built prints.

3.2 PRELIMINARY SUBMITTALS

The Contractor shall prepare the progress as-built prints and these shall be delivered to the Contracting Officer at the time of final inspection for his review and approval. These as-built marked prints shall be neat, legible and accurate. The review by Government personnel will be expedited to the maximum extent possible. Upon approval, the as-built marked prints will be returned to the Contractor for use in preparation of final as-built drawings. If upon review, the drawings are found to contain errors and/or omissions, they will be returned to the Contractor for corrections. The Contractor shall complete the corrections and return the as-built marked prints to the Contracting Officer within ten (10) calendar days.

3.3 DRAWING PREPARATION

3.3.1 General Requirements

Upon approval of the as-built prints submitted, the Contractor will be furnished the contract drawings on 3-1/2 inch floppy disks or compact disc (CD) in AutoCAD 2000 format with all amendments incorporated. The drawing files shall be modified as necessary to correctly show all the features of the project as it has been constructed by bringing the contract set into agreement with the approved as-built prints, adding such additional drawings as may be necessary.

3.3.2 Modification of Contract Drawings

Only personnel proficient in the preparation of engineering drawings and the use of AutoCAD 2000, to standards satisfactory and acceptable to the Contracting Officer, shall be employed to modify the contract drawings or prepare additional new drawings. All additions and corrections to the contract drawings shall be done using AutoCAD 2000 in a professional manner, and shall match the existing linework and/or lettering used on the drawings in type, density, size and style. The title block to be used for any new as-built drawings shall be the same as that used on the original drawings.

3.3.3 Identification of Final As-Built Drawings

When final revisions have been completed, each drawing shall be identified with the words "RECORD DRAWING AS-BUILT" followed by the name of the General Contractor in letters at least 3/16-inch high. All contract

drawings shall be annotated and dated in the revision block as either "AS-BUILT DRAWING" denoting no revision on the sheet or "REVISED AS-BUILT DRAWING" denoting one or more revisions. For drawings having as-built revisions, a revision number contained within a 3/16 inch high triangle shall be included in the revision block. All changes to drawings shall be encircled with a series of short arcs forming a "cloud", with the triangle revision number positioned immediately next to each cloud.

3.4 FINAL REQUIREMENTS

After receipt by the Contractor of the approved as-built prints and the original contract drawings, the Contractor shall within 30 days make the final as-built submittal. This submittal shall consist of the completed as-built drawings on 3-1/2 inch floppy disk or compac disk (CD) in AutoCAD 2000 format, one full-size mylar copy of the drawings, and the return of the approved as-built prints. All drawings shall be complete in all details. All AutoCAD files and reproducible drawings will become the property of the Government upon final approval. Failure to submit the above as-built information as required will be cause for withholding any payment due the Contractor under this contract. The Contracting Officer will review all as-built drawings for accuracy and conformance to the above requirements. The Contractor shall make all corrections, changes, additions, and deletions required to meet these standards. Approval and acceptance of final as-built drawings will be required before final payment is made to the Contractor.

3.5 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for the work specified in this section and all costs in connection therewith shall be included in the costs of all the bid items.

-- End of Section --

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SECTION 02080

UNEXPLODED ORDNANCE (UXO) CONSTRUCTION SUPPORT

PART 1 GENERAL

1.1 SUMMARY OF WORK

Due to past activities, there is a probability that unexploded ordnance (UXO) is present on Pea Patch Island. The probability of encountering UXO in the southeast portion of the island where this contract work will occur is low. However, the following precautions and procedures shall be required under this contract in order to protect the Contractor, his workers, and the public.

1.2 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-07 Certificates

UXO Operations Plan; G.

The Contractor shall prepare a UXO operational plan, detailing procedures for UXO discovery and personnel UXO briefings, detailing procedures if UXO removal/disposal activities become necessary. The plan shall include those items specified herein.

Supplement to Safety Plan; G.

The Contractor shall prepare a supplement to his Safety Plan addressing the UXO hazards specified herein.

Explosive Management Plan; G.

The Contractor shall prepare an explosives management plan. The plan shall include those items specified herein and shall be for implementation should UXO removal/disposal activities become necessary.

Resumes; G.

The Contractor shall submit resumes for all UXO personnel documenting their qualifications and experience.

OE Report; G.

The Contractor shall prepare and submit an UXO clearance report documenting the location and type of UXO discovered, destroyed, or otherwise disposed of, if necessary. The report shall be submitted within 14 days after completion of the field work.

1.3 QUALIFICATIONS

1.3.1 UXO Team

The contractor shall provide a two person UXO team to provide on-site support during all **intrusive** construction activities. **Activities including, but not limited to, grubbing, scraping, use of heavy equipment or excavation will require the presence of the team.** The team shall consist of a UXO Supervisor and UXO Specialist.

Only UXO qualified personnel shall be involved in UXO procedures. All personnel engaged in UXO procedures shall be thoroughly trained in explosives safety and be capable of recognizing hazardous explosives exposures. Only personnel who have graduated from the U.S. Army Bomb Disposal School, Aberdeen Proving Ground, MD or the U. S. Naval EOD School, Indian Head, MD are authorized to handle and perform UXO procedures.

1.3.1.1 UXO Supervisor

The UXO Supervisor shall have direct responsibility and final authority for all UXO operations conducted by the team. In addition to the qualifications outlined above, the UXO Supervisor shall have at least 10 years combined active duty military EOD and contractor UXO experience.

1.4 UXO OPERATIONS AND PROCEDURES

All UXO operations shall comply with OECX, Interim Guidance Document, Basic Safety Concepts and Considerations for Ordnance and Explosives Operations, Revised 22 May 2000. If UXO is discovered the Contracting Officer (CO) shall be notified and the CO will request EOD support. If UXO are continually found, a UXO clearance must precede the construction activities.

1.5 LOCAL EXPLOSIVE ORDNANCE DIVISION (EOD) SUPPORT

The probability of encountering UXO in the specific portion of the island where this contract work will occur is low. Consequently, in the unlikely case that UXO is detected, the Contracting Officer may direct the local Army Explosive Ordnance Division (EOD) to dispose of UXO, or, the Contracting Officer may direct the disposal be done under this contract per the contract clause: DIFFERING SITE CONDITIONS.

The local EOD may be utilized to dispose of the UXOs if there are only small quantities of UXO's (one or two) found during construction. The Contracting Officer may contact the following local EOD for support as specified herein:

CPT Jorge R. Serrano
Commander, 744th Ord Co (EOD)
68 Remount Road
Fort Meade, MD 20755
CIV: (301) 677-2471 (day)
(301) 677-2466 (24 hrs emergency)
FAX: (301) 677-2490

The estimated response time by this EOD company to Pea Patch Island is approximately 3.5 hours. The time to properly dispose of the UXO is variable.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL

The Contractor's UXO team shall provide explosive ordnance recognition, location, safety and education functions for the contractor. In addition, the team shall develop the Contractor's UXO operation plan, explosive management plan, supplement to his safety plan, and shall prepare all reports related to UXO. The team shall be on-site daily for the duration of this contract. The Contractor shall stop work immediately upon notification by the UXO team of the presence of UXO. In the unlikely case that UXO is detected, the Contracting Officer may direct the local Army Explosive Ordnance Division (EOD) to dispose of UXO, or, the Contracting Officer may direct the disposal be done under this contract per the contract clause: DIFFERING SITE CONDITIONS.

3.2 WORKER EDUCATION

The Contractor's UXO team shall be responsible for educating the Contractor's workers in the precautions to be taken when working in and around areas with the potential for UXO. This education shall be provided prior to the start of work on site. The UXO team shall provide daily oversight of the Contractor's workers and work for the safe execution of this contract.

3.3 GEOPHYSICAL INSTRUMENTATION

The UXO team will examine by geophysical instrument and other appropriate means the surface and subsurface area of all sites where intrusive activities are to take place. The UXO team shall use a geophysical instrument capable of detecting a 37mm projectile at a depth of six (6) inches, a 3 inch projectile at a depth of one (1) feet and a 5 inch projectile at a depth of two (2) feet. The geophysical instrument shall be tested daily to ensure it is operating properly. The test shall consist of planting inert items or similar-in-size ferrous objects at six (6) inches, one (1) foot, and two (2) feet, and determining the standard indication. If the instrument does not meet the standard during the daily check, it shall be calibrated, repaired, or replaced.

3.4 UXO OPERATIONS PLAN

The contractor shall prepare a UXO operational plan, detailing procedures for UXO activities. The plan shall include:

- a. Events to take place upon discovery of UXO, to include notification/reporting.
- b. Personal protection distances, to include site control.

3.5 EXPLOSIVE MANAGEMENT PLAN

The contractor shall prepare an explosives management plan that would be implemented if disposal is directed under the contract clause: DIFFERING SITE CONDITIONS. NOTE: The term "Contractor" below refers to the Contractor contracted to remove and dispose of the UXO. The plan shall include:

a. The contractor shall consult with the Contracting Officer to determine if the OE related scrap/inert items are of historic value to the Park Service. If so, they shall be turned over to the Park Service for their use. Otherwise, the contractor shall turn-in OE related scrap/inert residue to the servicing Defense Reutilization Material Office (DRMO), or a local scrap dealer at no cost to the government.

b. Forms. The contractor shall use Department of the Army forms to the maximum extent possible, however they may use corporate designed forms, if Department of the Army forms are unavailable. The contractor shall use DD Form 1348-1 to turn-in OE scrap/ residue. The 1348-1 will be signed by the UXO Supervisor and contain the following statement:

I certify that the items listed herein have been inspected by myself and to the best of my knowledge and belief contain no explosive or dangerous materials.

3.6 MEASUREMENT AND PAYMENT

3.6.1 Base Bid

The work specified in this section for the establishment and use of an UXO construction support team to detect unexploded ordnance, for the base bid work, will not be measured for payment. All costs in connection therewith shall be included in the contract lump sum price for Base Bid Item No. 11, "Unexploded Ordnance (UXO) Construction Support". This also includes all related work specified herein such as development of explosive management plan and ordnance management plan and providing worker education.

3.6.2 Option

The work specified in this section for the establishment and use of an UXO construction support team to detect unexploded ordnance, for the Option work, will not be measured for payment. All costs in connection therewith shall be included in the contract lump sum price for Option Bid Item No. 5, "Unexploded Ordnance (UXO) Construction Support". This also includes all related work specified herein such as development of explosive management plan and ordnance management plan and providing worker education.

-- End of Section --

SECTION 02200

SLUICE GATE RESTORATION

PART 1 GENERAL

1.1 SCOPE

The work covered by this section consists of furnishing of all labor, material and equipment, and performing all operations required for excavation of the existing north and south sluice gates, construction of timber and metal apparatus at the north sluice gate, and refurbishing the existing timber lift gate structures, complete as specified herein and shown on the drawings.

NOTE: Unexploded ordnance construction support is required for the duration of the contract. See Section 02080 UNEXPLODED ORDNANCE (UXO) CONSTRUCTION SUPPORT.

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

FEDERAL STANDARDS (FED-STD)

FED-STD 313	(Rev C) Material Safety Data, Transportation Data and Disposal Data for Hazardous Materials Furnished to Government Activities
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1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

Sluice Gate Restoration; G,DO

Shop drawings shall be submitted for approval. Drawings shall include necessary field measurements and all shop and erection details. Members and connections for any portion of the structure not shown on the contract drawings shall be detailed by the Contractor and indicated on the shop drawings.

Record Drawings; G,DO

The Contractor shall keep a careful record during the progress of the work of all repairs and restoration work to the sluice gate structures, including noting all stonework replaced. The

Contractor shall document such information on one set of record drawings promptly, but in no case less than on a weekly basis. The record drawings shall be furnished to the Contracting Officer at the conclusion of the contract.

SD-07 Certificates

Contractor Qualifications; G,DO

The Contractor shall furnish documentation to support the required level of experience in historic preservation and construction of national historic monuments as specified in Paragraph entitled: "Qualifications".

Hardware and Accessories; Timber; G,DO

Certificates of compliance shall be submitted for approval.

SD-08 Manufacturer's Instructions

Application; G.

Manufacturer's current printed product description, material safety data sheets (MSDS) and technical data sheets for each coating system. MSDS submittals shall meet the requirements of FED-STD 313. Detailed mixing, thinning and application instructions, minimum and maximum application temperature, and curing and drying times between coats shall be provided.

1.4 QUALIFICATIONS

The Contractor shall have a minimum of three years experience in historic preservation and construction of national historic monuments.

PART 2 PRODUCTS

2.1 COMPONENTS OF TIMBER AND METAL APPARATUS

The timber shall be white oak. Dimensions shall match existing timber dimensions at south sluice gate. New hardware and accessories shall include, but not be limited to: cast iron ratchets and pawls, steel shafts, chains, drums, weights and anchor bolts. Hardware and accessories shall match those at south sluice gate. Drum shall be seasoned white oak. Chain shall be Grade 60 alloy steel, hot dipped galvanized. Anchor bolts shall be hot dipped galvanized. Weight shall be fabricated from granite stone and include hot dipped galvanized eyebolt.

2.2 HARDWARE PAINT

Hardware paint shall be two-part epoxy system by DuPont or approved equal. Color shall be black.

2.3 TIMBER SEALER

Timber sealant shall be paraffin.

PART 3 EXECUTION

3.1 SLUICE GATE RESTORATION

The Contractor shall refer to the drawings for restoration work to include, but not limited to, excavation of the existing north and south sluice gates, construction of timber and metal apparatus at the north sluice gate, and refurbishing the existing timber lift gate structure.

3.1.1 South Sluice Gate Structure

The Contractor shall clear debris from the tunnel through the existing sluice gate structure. Debris may include bricks, soil, rocks and cut stone. Tunnel shall be accessed from both ends. The Contractor shall free the existing timber gate which is stuck in the tunnel in the sluice gate structure. The gate shall be freed and secured in an "open" position within the sluice gate structure.

3.1.2 North Sluice Gate Structure

The Contractor shall clear debris from the tunnel through the existing sluice gate structure. Debris may include bricks, soil, rocks and cut stone. Any bricks or cut stone removed from the tunnel area that are half size or larger shall be turned over to the Government, to an area on the island designated by the State. All other materials shall be removed and disposed of offsite at the Contractor's expense. Tunnel shall be accessed from both ends and from the top, which may require removal of the first two courses of the cut stone walls of the sluice gate structure. All cut stone removed from the walls of the sluice gate structure shall be retained by the Contractor and replaced in the walls after cleanout of the sluice gate tunnel is completed. The Contractor shall free the existing timber gates which are stuck in the tunnel in the sluice gate structure. The gates shall be freed and secured in an "open" position within the sluice gate structure. The Contractor shall construct a timber and metal apparatus on top of the north sluice gate structure as shown on the drawings. Construction of the timber and metal apparatus shall match that at existing south sluice gate structure, including sizes, materials and methods of construction. Dimensions shall be adjusted as necessary to accommodate any differences between the north and south sluice gate structures. New hardware shall include, but is not limited to, ratchets, pawls, shafts, chains, drums and weights. Wood frame is connected by blind-mortise-and-tenon joints. Contractor shall provide split wood bearings tightened to be inoperative. Hardware is to be painted with two-part epoxy paint system, applied according to manufacturer's instructions. Timber frame shall have end grains sealed with paraffin.

3.2 EXCAVATION AND BACKFILLING

Excavation and backfilling shall be performed as necessary around, behind and over the sluice gate structures to expose the ends and top of the tunnels thru the structures. All work, including excavation, backfilling dewatering, and compaction shall be performed in accordance with Section 02315 EXCAVATION AND FILL.

3.3 MEASUREMENT AND PAYMENT

3.3.1 South Sluice Gate Structure Restoration

The work specified in this section for mobilization and preparatory work including transportation of barges, equipment and materials to the island, will not be measured for payment. All costs in connection therewith shall

be included in the contract lump sum price for Base Bid Item No. 9, "South Sluice Gate Structure Restoration". Payment for this bid item shall include the labor, equipment, and materials required to clear debris from the sluice gate structure tunnel, free the timber gate, and any required excavation, backfill and associated work.

3.3.2 North Sluice Gate Structure Restoration

The work specified in this section for mobilization and preparatory work including transportation of barges, equipment and materials to the island, will not be measured for payment. All costs in connection therewith shall be included in the contract lump sum price for Option Bid Item No. 1, "North Sluice Gate Structure Restoration". Payment for this bid item shall include the labor, equipment, and materials required to clear debris from the sluice gate structure tunnel, free the timber gates, construct the timber and metal apparatus, and any required excavation, backfill and associated work.

-- End of Section --

SECTION 02231

CLEARING AND GRUBBING

PART 1 GENERAL

1.1 SCOPE

The work covered by this section consists of furnishing all labor, material and equipment to perform clearing and grubbing in the dry portions of the fill areas behind the north and south breakwaters, removing trees and roots in the vicinity of the north sluice gate structure, and removing all trees, grubbed material and other debris off-site to an approved landfill.

NOTE: Unexploded ordnance construction support is required for the duration of the contract. See Section 02080 UNEXPLODED ORDNANCE (UXO) CONSTRUCTION SUPPORT.

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-07 Certificates

Tree wound paint; G

Landfill Tickets; G

The Contractor shall provide delivery tickets for all deliveries of cleared and grubbed debris to an offsite landfill. The delivery tickets shall be included with the daily QC report.

1.3 DELIVERY, STORAGE AND HANDLING

Deliver materials to, store at the site, and handle in a manner which will maintain the materials in their original manufactured or fabricated condition until ready for use.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 PROTECTION

3.1.1 Trees, Shrubs, and Existing Facilities

Protect trees, plant growth, and features designated to remain, as final landscaping. Identify and tag as required and as designated by the Contracting Officer.

3.1.2 Utility Lines

Protect existing utility lines that are indicated to remain from damage. The Contractor shall be responsible for the repairs of damage to existing utility lines that are indicated or made known to the Contractor prior to

start of clearing and grubbing.

3.2 CLEARING

Clear areas behind north and south breakwaters to receive fill within the limits of erosion as shown on the contract drawings. The Contractor shall clear within the limits of the roads shown on the contract drawings to allow access and execution of work. Remove trees at the locations indicated on the contract drawings. For each tree removed, the Contractor shall remove stumps and main root ball and root system.

3.3 REPAIR OF DAMAGED TREES

Any trees remaining that are damaged must be repaired. Paint cuts more than 1 1/4 inches in diameter with an approved tree wound paint.

3.4 GRUBBING

Remove and dispose of roots larger than 3 inches in diameter, matted roots, and designated stumps from the areas behind the north and south breakwaters to the limit of fill line shown on the contract drawings.

3.5 CLEAN UP

Remove debris and extracted plant life from site.

3.6 MEASUREMENT AND PAYMENT

No separate measurement and payment will be made for the work specified in this section and all costs in connection therewith shall be included in the costs of all the bid items.

-- End of Section --

SECTION 02243

GEOTEXTILE

PART 1 GENERAL

1.1 SCOPE OF SECTION

The work covered by this section consists of furnishing all labor, material and equipment, and performing all operations required for furnishing, hauling, and installing the geotextile required for installation over and under the riprap and fill behind the north and south breakwaters.

NOTE: Unexploded ordnance construction support is required for the duration of the contract. See Section 02080 UNEXPLODED ORDNANCE (UXO) CONSTRUCTION SUPPORT.

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 123	(1996a) Standard Terminology Relating to Textiles
ASTM D 3786	(1987) Hydraulic Bursting Strength of Knitted Goods and Nonwoven Fabrics - Diaphragm Bursting Strength Tester Method
ASTM D 4355	(1999) Deterioration of Geotextiles from Exposure to Ultraviolet Light and Water (Xenon-Arc Type Apparatus)
ASTM D 4491	(1999a) Water Permeability of Geotextiles by Permittivity
ASTM D 4533	(1991; R 1996) Trapezoid Tearing Strength of Geotextiles
ASTM D 4632	(1991; R 1997) Grab Breaking Load and Elongation of Geotextiles
ASTM D 4751	(1999a) Determining Apparent Opening Size of a Geotextile
ASTM D 4833	(2000) Index Puncture Resistance of Geotextiles, Geomembranes, and Related Products
ASTM D 4873	(2001) Identification, Storage, and Handling of Geosynthetic Rolls and Samples
ASTM D 4759	(1996) Determining the Specification Conformance of Geosynthetics

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-04 Samples

Geotextile; G,DO.

If requested by the Contracting Officer, the Contractor shall provide to the Government geotextile samples for testing to determine compliance with any or all the requirements in this specification. Samples shall be submitted within 5 days of the request. All samples provided shall be from the same production lot as will be supplied for the contract, and shall be the full manufactured width by at least 1 foot. Samples submitted for testing shall be identified by manufacturers lot designation.

SD-07 Certificates

Geotextile; G,DO.

The Contractor shall furnish the Contracting Officer no less than 7 days in advance of delivery of material to the work site, in duplicate, a mill certificate or affidavit signed by a legally authorized official from the company manufacturing the geotextile. The mill certificate or affidavit shall attest that the geotextile meets the chemical, physical and manufacturing requirements stated in these specifications.

Work Plan for Placement of Geotextile; G

Details of the Contractor's proposed plan for placement of geotextile shall be submitted for approval by the Contracting Officer at least 14 days prior to the commencement of work specified in this section.

1.4 SHIPMENT, HANDLING, AND STORAGE

1.4.1 Shipment

All geotextile shall be labeled, shipped, stored, and handled in accordance with ASTM D 4873 and as specified herein. Each roll shall be wrapped in an opaque and waterproof layer of plastic during shipment and storage. The plastic wrapping shall be placed around the geotextile roll in the manufacturing facility and shall not be removed until deployment. Each roll shall be labeled with the manufacturer's name, geotextile type, lot number, roll number, and roll dimensions (length, width, gross weight). Geotextile or plastic wrapping damaged as a result of delivery, storage, or handling shall be repaired or replaced at no additional cost to the Government.

1.4.2 Handling

No hooks, tongs, or other sharp instruments shall be used for handling geotextile. Geotextile shall not be dragged along the ground. Any

geotextile determined to be damaged as a result of poor handling shall be removed from the site and replaced, at no additional cost to the Government, by additional geotextile meeting the requirements of this specification.

1.4.3 Storage

During all periods of shipment and storage, the geotextile shall be protected from direct sunlight, ultra-violet rays, temperatures in excess 140 degrees F or less if recommended by the manufacturer, mud, dirt, dust and debris. Geotextiles shall be stored in areas where water cannot accumulate, elevated off the ground, and protected from conditions that will affect the properties or performance of the geotextile.

1.5 ACCEPTANCE REQUIREMENTS

Acceptance/rejection of geotextiles shall be determined in accordance with ASTM D 4759.

PART 2 MATERIALS

2.1 GEOTEXTILE

The geotextile shall be a non-woven pervious sheet of plastic yarn as defined by ASTM D 123. Fibers used in the manufacture of the geotextile shall consist of long-chain synthetic polymer composed of at least 85 percent by weight of polyolefins, polyesters, or polamides. Stabilizers and/or inhibitors shall be added to the base polymer if necessary to make the filaments resistant to deterioration caused by ultraviolet light and heat exposure. Reclaimed or recycled fibers or polymer shall not be added to the formulation. Geotextile shall be formed into a network such that the filaments or yarns retain dimensional stability relative to each other, including the edges. The edges of the geotextile shall be finished to prevent the outer fiber from pulling away from the geotextile. The geotextile shall be manufactured in a width not less than 12 feet and shall meet the physical requirements shown on the following page:

PHYSICAL REQUIREMENTS

PROPERTY	TEST METHOD	ACCEPTABLE TEST RESULTS
Apparent Opening Size (AOS)	ASTM D 4751	U.S. Standard Sieve Nos. 70-100
Geotextile Permittivity	ASTM D 4491	0.7 sec ⁻¹ minimum.
Geotextile Permeability (kG)	ASTM D 4491	0.3 cm/sec minimum.
Puncture Strength (Unaged Geotextile)	ASTM D 4833	250 lbs minimum.
Bursting Strength (Unaged Geotextile)	ASTM D 3786	800 psi minimum.
Trapezoidal Tearing Strength (Unaged Geotextile)	ASTM D 4533	145 pounds minimum in any principal direction.
Grab Tensile Strength (Unaged Geotextile)	ASTM D 4632	400 lbs. min. in any principal direction.
Breaking Elongation (Unaged Geotextile)	ASTM D 4632	50 percent minimum in any principal direction.
Ultraviolet Degradation (Unaged Geotextile)	ASTM D 4355	50% strength retained at 500 hours.
Seam Strength (Unaged Geotextile)	ASTM D 4632	300 lb

Unaged geotextile is defined as geotextile in the condition received from the manufacturer or distributor. AOS is defined as the number of the U.S. Standard Sieve having openings closest in size to the geotextile openings. All numerical values represent minimum average roll values, i.e., any roll in a lot shall meet or exceed the minimum in the table.

PART 3 EXECUTION

3.1 SURFACE PREPARATION

An acceptable surface on which the geotextile shall be placed shall be as described in Section 02275 STONE MATERIALS. The prepared surfaces will require inspection and approval by the Contracting Officer prior to the placement of geotextile. The surfaces to receive geotextile shall be prepared to a relatively smooth condition free of obstructions, depressions and debris. The Contractor shall ensure that all voids and depressions in the upper face of existing breakwater shall be filled when placing riprap, prior to placement of geotextile. Bedding stone shall be placed prior to

the geotextile on the horizontal surface serving as the foundation for the stone wall, as shown on the contract drawings and as specified in Section 02275 STONE MATERIALS.

3.2 INSTALLATION OF GEOTEXTILE

3.2.1 General

The geotextile shall be placed as shown on the typical sections on the contract drawings. At the time of installation, the geotextile will be rejected if it has defects, rips, holes, flaws, deterioration or damage incurred during manufacture, transportation or storage.

3.2.2 Protection of Geotextile During Construction

The geotextile shall be protected from damage during the placement of the stone primarily by limiting the height of drop of materials to no greater than 1-foot unless otherwise approved by the Contracting Officer. In addition, the geotextile shall be protected at all times during construction from contamination by surface runoff. Any geotextile so contaminated shall be removed and replaced with uncontaminated geotextile. Any damage to the geotextile during its installation or placement of the stone shall be replaced by the Contractor at his own expense.

The work shall be scheduled so that the covering of the geotextile with the specified materials is accomplished within seven (7) days after placement of the geotextile.

In no case shall any type of equipment be allowed on the unprotected geotextile.

Failure to comply with these requirements shall require replacement of the geotextile at the Contractor's expense.

3.2.3 Placement Under Toe of Riprap Material

Geotextile shall be placed along the base of the back side of the breakwaters over all exposed soil areas which are to receive riprap material. The geotextile shall extend up onto the face of the breakwater a minimum distance of 12 inches and a minimum distance of 12 inches beyond the toe of the new riprap as shown on the contract drawings. The geotextile shall be placed with the long dimension perpendicular to the breakwater centerline and shall be laid smooth and free of tension, stress, folds, wrinkles or creases. The strips shall be placed to provide a minimum width of 24 inches of overlap for each joint. No seams will be permitted. A strip of geotextile, in the long dimension, shall be one continuous piece and there shall be no seaming of individual geotextile pieces together to create this long dimension. The excess shall be temporarily held in place (e.g. sand bags) until the stone is placed. The temporary mechanism for holding the geotextile in place shall be removed as the stone is placed to relieve high tensile stress.

3.2.4 Placement Over Riprap Material Behind Breakwaters.

The geotextile shall be placed with the long dimension perpendicular to the breakwater centerline and shall be laid smooth and free of tension, stress, folds, wrinkles or creases. The strips shall be placed to provide a minimum width of 36 inches of overlap for each joint. If seamed, all seams shall satisfy seam strength requirements as specified herein. A strip of

geotextile, in the long dimension, shall be one continuous piece. There shall be no seaming of individual geotextile pieces together to create this long dimension. The geotextile shall be held in place (e.g. sand bags), until the fill material is placed. The geotextile shall extend a minimum distance of 24 inches up the face of the breakwater beyond the foundation of the stone wall as shown on the contract drawings.

3.2.5 Placement Over Foundation Structures

Placement of geotextile over existing foundation structures shall be performed as specified in Section 02315 EXCAVATION AND FILL.

3.3 REPAIR OF DAMAGED GEOTEXTILE

The following procedure shall be performed by the Contractor when repairing damaged sections of the geotextile during or following its installation:

- a. The damaged section of the geotextile shall be cut in a rectangular or square section and removed.
- b. An undamaged piece of geotextile of the same type shall be placed under the original fabric so that its edges over-lap the cut area a minimum of 3 feet in all directions.

Geotextile which cannot be repaired shall be replaced.

3.4 CONTRACTOR QUALITY CONTROL

The Contractor shall include in the reports required by Section 01450 CONTRACTOR QUALITY CONTROL, the date(s) when the geotextile was placed and the date(s) when it was covered with the specified cover materials.

3.5 MEASUREMENT AND PAYMENT

The work specified in this section for the geotextile will be measured for payment by the square yard of area covered by geotextile. Payment will be made at the contract unit price for Base Bid Item No. 8, "Geotextile". Payment for this bid item shall also include full compensation to the Contractor for material testing.

-- End of Section --

SECTION 02275

STONE MATERIALS

PART 1 GENERAL

1.1 SCOPE

The work under this section includes the furnishing of all labor, equipment, tools, services and materials necessary to perform the installation of all rip-rap, leveling and bedding stone in accordance with the Contract Drawings. This work includes, but is not limited to, the following: placement of rip-rap on the back side of the north and south breakwaters, and placement of leveling and bedding stone under and next to the stone wall.

NOTE: The work site is accessible by water and air only. The Contractor shall transport equipment, materials, and labor to the work site by water only.

NOTE: Unexploded ordnance construction support is required for the duration of the contract. See Section 02080 UNEXPLODED ORDNANCE (UXO) CONSTRUCTION SUPPORT.

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 127	(1988; R 1993) Specific Gravity and Absorption of Course Aggregate
ASTM C 295	(1990) Petrographic Examination of Aggregates for Concrete
ASTM C 535	(1989) Resistance to Degradation of Large-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine

ENGINEERING MANUALS (EM)

CRD C 144	(1992) Resistance of Rock to Freezing and Thawing
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DELAWARE DEPARTMENT OF TRANSPORTATION (DelDOT)

Standard Specifications	(August 2001) Specifications for Road and Bridge Construction
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1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When

used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

Record Drawings; G

The Contractor shall keep a careful record during the progress of the work of all changes and corrections from the layout shown on the contract drawings. The Contractor shall document such information on one set of record drawings promptly, but in no case less than on a weekly basis. The record drawings shall be submitted to the Contracting Officer at the conclusion of the contract period.

SD-03 Product Data

Stone Source and Records; G,DO.

The proposed source of the stone to be used for the work shall be submitted for approval by the Contracting Officer no less than 14 days in advance of delivery of material to the work site. If a source other than one of those listed in paragraph: "Recommended Sources" is proposed, then suitable test and service records for that source shall be submitted which will be used by the Contracting Officer to determine the acceptability of the stone from that source. If such test and service records are unavailable, testing shall be performed by the Contractor as specified below.

The Government will visit the selected quarry to inspect stone quality at least 7 days before any stone delivery to the work site. The Contractor shall have a truck load of each stone type dumped at the quarry. The stone shall be properly graded for inspection by the Government.

Gradation Curve; G,DO

The Contractor shall submit gradation curves for the specified range of materials superimposed with the proposed stone gradation. Gradation curves shall be submitted for approval 14 days prior to the delivery of any stone. Gradation curves shall be included for each stone type according to stone classification specified in Paragraph 2.1.3 for Contractor information and use.

SD-04 Samples

Graded Riprap Example Pile; G,DO

The Contractor shall provide an example pile of graded riprap at the location indicated on the drawings and as specified in paragraph entitled RIPRAP PLACEMENT. The Contractor shall give the Contracting Officer a minimum of one week notice to visit the site and inspect and approve/accept the example pile.

SD-07 Certificates

Work Plan; G,DO.

The Contractor shall submit to the Contracting Officer for approval at least 14 days prior to the commencement of work specified in this section his plan for purchasing, handling, transportation and placing of all materials. Work plan shall include size, number and type of proposed vehicles, especially those that will be working from existing breakwaters. Plan shall include layout of timber mats.

Plant Slips; G

The Contractor shall submit a plant slip to the Contracting Officer indicating the delivery time, plant name and address, the weight of material delivered, the gradation, and the slip shall be signed by the inspector or other designated person at the plant for each load of stone delivered to the work site at the time of delivery.

The Contractor's inspector or any other designated person shall physically inspect the delivered stone, separate unsuitable stone and accept the responsibility to replace any quantity of stone rejected by the Government's Inspection Team. If any quantity of unsuitable stone is placed, the Contractor is responsible for removing it and the Contracting Officer shall withhold appropriate (partial) payment.

1.4 TESTING

All testing of material from a source with has no test and service records shall be performed by an approved, industry-recognized testing laboratory. Tests to which stone shall be subjected to are petrographic analysis (ASTM C 295), specific gravity (ASTM C 127), abrasion (ASTM C 535), absorption, wetting and drying, freezing and thawing (CRD C 144), and such other tests as may be considered necessary by the Contracting Officer to demonstrate the suitability of the material for use in the work. All testing shall be performed at no additional cost to the Government and the test results shall be submitted for approval by the Contracting Officer no less than 7 days in advance of delivery of material to the work site.

1.5 SITE CONDITIONS

The work area is subject to erosion due to tidal action. The Contractor shall field verify existing conditions at the work site as erosion may have occurred since the date of the surveys used for preparation of the contract drawings.

PART 2 MATERIALS

2.1 Recommended Sources

Stone meeting the requirements of these specifications must be acquired from an approved source. The following quarries have been approved by the Government for past projects. However, for a quarry to be approved as a source, the specified tests noted in Paragraph 1.4 must have been done within the past five year period. Tests which are older than five years must be run on the proposed quarry supply face.

Source	Location
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Arundel Corporation	Havre de Grace, MD
Traprock Industries, Inc.	Kingston, NJ
	Lambertville, NJ
	Moore's Station, NJ
	Pennington, NJ
Stoltzfus & Sons Inc.	Elk Mills, MD
	Talmage, PA
General Crushed Stone	Glen Mills, PA
Maryland Materials	Northeast, MD

These and any other source must be approved by the Contracting Officer.

2.2 Quality

Stone shall be durable and of a suitable quality to insure permanence in the work and in the climate in which it is to be used. The stone shall be free from cracks, seams and other defects that would tend to increase unduly its deterioration from natural causes. The inclusion of objectionable quantities of dirt, sand, clay and rock fines will not be permitted. The stone density shall not be less than 165 pounds per cubic foot. The density shall be based on saturated surface dry specific gravity of the stone determined in accordance with ASTM C 127. Boulders and quarried rock conforming to the above requirements may be used for the work. Neither the breadth nor the thickness of any individual stone shall be less than one-third its length.

2.3 Riprap Stone Gradations

The specific gravity shall be a minimum of 2.65, surface-dry basis. At all locations, the stone shall be well graded and have the gradation as indicated on the table below. The stone shall be blended at the quarry. Blending at the work site is prohibited.

ROCK WEIGHT	PERCENT OF RIP-RAP SMALLER THAN
200 lbs.	100%
75 lbs.	50%
5 lbs.	10%

2.3.1 Bedding Stone

Bedding stone shall be No. 57 stone as specified in the Standard Specifications.

2.4 Leveling Stone

Leveling stone shall be No. 2 stone as specified in the Standard Specifications.

2.5 GEOTEXTILE

The geotextile shall be as specified in Section 02243 GEOTEXTILE.

PART 3 EXECUTION

3.1 ACCESS TO LAND

The Contractor shall utilize the existing berthing area indicated on the contract drawings for off-loading equipment, materials and labor. Other areas for off-loading, along the existing breakwater alignment, require the prior approval of the Contracting Officer. To utilize this berthing area the Contractor shall provide large bumpers to protect the existing timbers from damage.

3.2 CONSTRUCTION METHODS

3.2.1 Construction from Water

Placement of riprap, leveling stone and bedding stone shall only be accomplished from the water. Equipment and/or materials may be staged on barges. Equipment may travel on existing breakwaters. Tracked vehicles, if used, shall work from timber mats. The Contractor shall note that the channel bottom in the vicinity of the existing breakwater may not all be soft sand. The channel bottom in this area may contain scattered riprap and capstone that has migrated from the remains of the breakwater upon which the existing breakwater has been placed. This fact shall be considered when spudding a barge, etc. Also, the barges, etc. utilized by the Contractor shall be large enough to withstand the large wakes created by river-going vessels.

3.3 RELOCATION OF ARCHAEOLOGICAL ITEMS

The Contractor shall relocate five cut granite stones (approximately two (2) tons each) prior to start of construction as specified in Section 01355 ENVIRONMENTAL PROTECTION.

3.4 GENERAL GUIDELINES FOR PLACEMENT OF ALL STONE

Stones should not be dropped in loading, transit, or placement on the structure. New riprap placement shall be performed in such a manner as to fill in gaps/voids in the face in the existing stone breakwaters.

3.5 STAGING

Geotextile shall first be placed at the toe of the breakwater, as specified in Section 02243 GEOTEXTILE. Then the base portion of riprap shall be placed, followed by the placement of the lift of leveling stone for the stone wall foundation, geotextile, the lift of bedding stone for the stone wall foundation, and the stone wall. The upper portion of riprap shall be placed after completion of the construction of the stone wall.

3.6 PLACEMENT OF RIPRAP

a. The Contractor shall provide a graded riprap example pile at the location shown on the drawings. This location is accessible from the breakwater only. The pile shall be a minimum quantity of one ton and shall be graded as required herein. The Contractor shall not proceed with any riprap placement until this example pile is accepted and approved by the Contracting Officer and District personnel. The example pile shall be used to demonstrate the appearance of acceptably graded riprap. The pile shall be undisturbed once accepted by the Government. This material shall remain at the indicated location for the duration of the riprap placement portion of the contract except that the material shall be incorporated into the last section of riprap placed.

b. Riprap shall be placed on the back side of the existing breakwater surface within the limits shown on the drawings or as otherwise directed by the Contracting Officer. The riprap stone shall be placed in such a manner to ensure that voids in the face of the existing breakwater are filled prior to the mass placement of riprap. The stone shall be placed in such a manner as to produce a reasonably well-graded mass of stones with the minimum practicable percentage of voids. The stone shall be placed so that the finished surface is within a tolerance of -0 to +6 inches from the slope lines and grades shown on the drawings, except that the extreme of such tolerance shall not be continuous over a distance greater than 200 feet.

c. The Contractor shall avoid displacing or disturbing the existing breakwater stone. The stone shall not be dropped onto the existing breakwater from a height greater than one foot. This restriction shall remain in effect for the full duration of stone placement, i.e., even after the backside surface of the existing breakwater is entirely covered with stone. The larger stones shall be well distributed and the entire mass of stones in their final position shall be well graded to conform to the gradation requirements specified herein. The finished surface shall be free from objectionable pockets of small stones and clusters of larger stones.

d. Placing the riprap by dumping into chutes or by similar methods likely to cause segregation of the various sizes will not be permitted. Rearranging of individual stones by mechanical equipment or by hand shall be performed to the extent necessary to maintain a well-graded distribution of stone as specified above and a reasonably even finished surface.

e. The Contractor shall maintain the riprap until accepted by the Government and any material displaced by any cause shall be replaced at no additional cost to the Government, to the lines and grades shown on the drawings.

3.7 PLACEMENT OF GEOTEXTILE

Geotextile shall be placed as shown on the contract drawings and as indicated in Section 02243 GEOTEXTILE.

3.8 PLACEMENT OF LEVELING AND BEDDING STONE

Leveling and bedding stone shall be placed to the thicknesses and in the locations indicated on the contract drawings. A layer of leveling stone shall be placed across the stone wall foundation area on the lower portion of new riprap materials prior to installation of the geotextile. A 6 inch layer of bedding stone shall be placed on top of the geotextile to provide a relatively smooth, level foundation for the stone wall. The Contractor shall take precautions so as not to puncture or tear the fabric.

3.9 SURVEY REQUIREMENTS

The Contractor shall be responsible for conducting all surveys as required to demonstrate that the construction is in compliance with the specified tolerances and the lines, grades, and elevations shown on the drawings. Surveys shall be performed in accordance with the requirements in Section 02390 DREDGED FILL.

3.10 MEASUREMENT AND PAYMENT

3.10.1 Riprap Stone

The work specified in this section for the riprap stone will be measured for payment by the number of tons (2,000 lbs.) of material satisfactorily placed and accepted. Quantity of stone will be measured from certified weigh tickets. Deductions from those quantities will be made for rejected material. Payment will be made at the contract unit price for Base Bid Item No. 3, "Riprap Stone". Payment for this bid item shall include the labor, equipment, and materials required to place the riprap stone and any required material testing.

3.10.2 Leveling Stone

The work specified in this section for the leveling stone will be measured for payment by the number of tons (2,000 lbs.) of material satisfactorily placed and accepted. Quantity of stone will be measured from certified weigh tickets. Deductions from those quantities will be made for rejected material. Payment will be made at the contract unit price for Base Bid Item No. 4, "Leveling Stone". Payment for this bid item shall include the labor, equipment, and materials required to place the leveling stone and any required material testing.

3.10.3 Bedding Stone

The work specified in this section for the bedding stone will be measured for payment by the number of tons (2,000 lbs.) of material satisfactorily placed and accepted. Quantity of stone will be measured from certified weigh tickets. Deductions from those quantities will be made for rejected material. Payment will be made at the contract unit price for Base Bid Item No. 5, "Bedding Stone". Payment for this bid item shall include the labor, equipment, and materials required to place the bedding stone and any required material testing.

-- End of Section --

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SECTION 02315

EXCAVATION AND FILL

PART 1 GENERAL

1.1 SCOPE

The work covered by this section consists of furnishing all labor, material and equipment, and performing all operations required for excavation, trenching and backfilling for pipe placement, and placement of fill behind the existing breakwater as specified herein and shown on the drawings.

NOTE: Unexploded ordnance construction support is required for the duration of the contract. See Section 02080 UNEXPLODED ORDNANCE (UXO) CONSTRUCTION SUPPORT.

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 136	(1993) Sieve Analysis of Fine and Coarse Aggregates
ASTM D 698	(1991) Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft (600 kN-m/m))
ASTM D 1140	(1992) Amount of Material in Soils Finer Than the No.200 (75-Micrometer) Sieve
ASTM D 2487	(1993) Classification of Soils for Engineering Purposes (Unified Soil Classification System)
ASTM D 4318	(1993) Liquid Limit, Plastic Limit, and Plasticity Index of Soils

COMMERCIAL ITEM DESCRIPTIONS (CID)

CID A-A-1909	Fertilizer
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CORPS OF ENGINEERS (COE)

EM 385-1-1	(1996) Safety and Health Requirements Manual
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DELAWARE DEPARTMENT OF TRANSPORTATION (DelDOT)

Standard Specifications	(August 2001) Specifications for Road and Bridge Construction
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1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-06 Test Reports

Fill test

1.4 DELIVERY, STORAGE, AND HANDLING

Perform in a manner to prevent contamination or segregation of materials.

1.5 UNDERGROUND UTILITIES

Location of the existing utilities indicated on the contract drawings is approximate. The Contractor shall physically verify the location and elevation of the existing utilities indicated prior to starting construction. The Contractor shall contact the Contracting Officer for assistance in locating existing utilities.

1.6 MATERIAL STORAGE

The Contractor shall stockpile satisfactory excavated materials where directed until required for use as backfill or fill. Stockpiles shall be placed, graded and shaped for proper drainage. Stockpiles shall be located and retained away from edge of excavations.

1.7 COLD WEATHER PROTECTION

The Contractor shall protect excavation bottoms against freezing when atmospheric temperature is less than 35 degrees Fahrenheit.

PART 2 PRODUCTS

2.1 SOIL MATERIALS

Soil materials shall be free of debris, roots, wood, scrap material, vegetation, refuse, soft unsound particles, and deleterious, unsuitable or objectionable materials. Unless specified otherwise, the maximum particle diameter shall not exceed one-half the lift thickness at the intended location.

2.1.1 Satisfactory Materials

Satisfactory materials shall comprise any materials classified by ASTM D 2487 as SW, SP, and SM.

2.1.1 Fill Materials

2.1.1.1 General Fill Behind Breakwaters

Borrow materials for general fill behind the north and south breakwaters shall be dredged material from a source as directed by the Government as specified in Section 02390 DREDGED FILL or shall be approved borrow material from an offsite source. Typically, the dredged material conforms to classification SW, SP, or SM. Offsite borrow material shall conform to

ASTM D 2487, classification SW, SP, or SM. SM shall be limited to materials with a maximum of 20 percent by weight passing ASTM D 1140, No. 200 sieve.

2.1.1.2 Pipe Bedding

Pipe bedding shall be No. 57 stone as specified in the Standard Specifications.

2.1.1.3 Material for Backfilling

Material for backfilling during drainage pipe placement shall be general fill as specified in paragraph entitled General Fill Behind Breakwaters.

2.1.2 Geotextile

Geotextile shall be as specified in Section 02243 GEOTEXTILE.

2.2 TOPSOIL

Topsoil shall be natural, friable soil representative of productive, well-drained soils in the area, free of subsoil, stumps, rocks larger than one inch diameter, brush, weeds, toxic substances, and other material detrimental to plant growth. Amend topsoil pH range to obtain a pH of 5.5 to 7.

2.3 ROAD MATERIALS

Road materials shall be either general fill as specified in paragraph entitled General Fill Behind Breakwaters or No. 57 stone as specified in the Standard Specifications.

PART 3 EXECUTION

3.1 PREPARATION

3.1.1 Protection

3.1.1.1 Protection Systems

Provide shoring, bracing, and sheeting in accordance with EM 385-1-1.

3.1.1.2 Site Drainage

Provide for the collection and disposal of surface and subsurface water and waterborne sediment encountered during construction.

3.1.2 Surface Preparation

3.1.2.1 Clearing and Grubbing

Shall be performed in accordance with Section 02231, CLEARING AND GRUBBING.

3.1.2.2 Unsuitable Material

Remove vegetation, debris, decayed vegetable matter, sod, mulch, and rubbish.

3.2 SURVEY REQUIREMENTS

The Contractor shall be responsible for conducting all surveys as required to demonstrate that the construction is in compliance with the specified tolerances and the lines, grades, and elevations shown on the drawings. Surveys shall be performed in accordance with the requirements in Section 02390 DREDGED FILL.

3.3 CONTRACTOR ACCESS/HAUL ROAD

The Contractor shall use the layout shown on the contract drawings for any access/haul roads used during the contract work. The Contractor must place steel plates or mats on the access/haul road in the vicinity of the head of the sluiceway. The road layout shall be staked using the points and width provided on the contract drawings. At no time shall any contractor vehicles be permitted to deviate from the access/haul road layout shown except within the fill areas behind the breakwaters. The Contractor has three options for the preparation/use of the access/haul road, as follows:

- a. The access/haul road may be laid out and traveled on the existing ground. Temporary repairs throughout the duration of the contract may be performed using general fill. At the conclusion of the contract, the Contractor shall repair any ruts or worn areas within the road layout to match pre-construction condition, using general fill, at his expense. All affected areas must also be re-seeded as specified in paragraph entitled Planting in General Fill Areas, at the Contractor's expense.
- b. The access/haul road may be laid out and traveled on the existing ground. Temporary repairs throughout the duration of the contract may be performed using No. 57 stone. At the conclusion of the contract, the Contractor shall remove any visible No. 57 stone and shall repair any ruts or worn areas within the road layout to match pre-construction condition, using general fill, at his expense. All affected areas must also be re-seeded as specified in paragraph entitled Planting in General Fill Areas, at the Contractor's expense.
- c. The access/haul road may be laid out and the Contractor may place a 10" thickness of No. 57 stone, as shown on the contract drawings, at his expense. Geotextile shall be placed on the ground prior to placement of the stone. Placement of geotextile shall be performed in accordance with the requirements specified in Section 02243 GEOTEXTILE. At the conclusion of the contract, the stone may remain in place.

3.4 DEWATERING

The Contractor shall prevent surface water and subsurface or groundwater from flowing into excavations. Water shall not be permitted to accumulate in excavations. The Contractor shall dewater any excavations to prevent softening of the subgrade. The Contractor shall provide and maintain cofferdams, pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations. The Contractor shall control water removed from excavations and site runoff water. The Contractor shall establish and maintain temporary settling basins, drainage ditches, and other diversions as required. Trench excavations shall not be used for temporary drainage ditches and shall not permit discharge of silty or muddy water.

3.5 EXCAVATION

All excavations shall be kept free from water to the extent necessary to perform the required excavation.

3.5.1 Sluice Gate Restoration

Excavation shall be performed as necessary to accomodate sluice gate restoration, as specified in Section 02200 SLUICE GATE RESTORATION.

3.5.2 Drainage Ditch Excavation

Excavation for drainage ditches behind the north and south breakwaters shall be performed to the lines, slopes and grades indicated on the contract drawings. The Contractor shall stockpile any excess material generated during excavation for the drainage ditches in a location on the island as directed by the Contracting Officer.

3.5.3 Pipe Trenches

Excavate to elevations and dimensions indicated. Grade bottom of trenches to provide uniform support for each section of pipe after pipe bedding placement.

3.6 BACKFILLING

The Contractor shall backfill excavations as promptly as work permits but not until the completion of the following:

- a. Acceptance by the Contracting Officer of construction below finished grade.
- b. Removal of shoring and bracing and backfilling of voids with satisfactory materials.
- c. Removal of trash and debris from within excavation.

Should any work be backfilled prior to approval, it shall be re-excavated for inspection and re-backfilled after approval, at no additional cost to the Government.

3.6.1 Bedding Requirements

Pipe bedding shall be placed to a depth of 6 inches in the trench prior to placement of the drainage pipe. Bedding shall be placed around the drainage pipe up to the lower half-diameter of the pipe as shown on the contract drawings. The Contractor shall place geotextile in the excavated trench prior to placement of No. 57 stone in the trench. Backfill to top of pipe shall be compacted to 95 percent of ASTM D 698 maximum density.

3.6.2 Trench Backfilling

Backfill as rapidly as construction, testing, and acceptance of work permits. Place and compact backfill in 6 inch lifts to meet existing grade over pipe.

3.7 FILLING

3.7.1 General Fill Placement

Fill to the contours and limits indicated behind existing north and south breakwaters. If dredged fill is used, fill shall be placed as specified in Section 02390 DREDGED FILL. If general fill from an offsite source is used, place in 2 foot lifts, except over the foundation structures as specified in paragraph entitled Restrictions on Fill Operations. Compaction shall be as specified in paragraph entitled COMPACTION. Finish to a smooth surface by blading, rolling with a smooth roller, or both.

3.7.1.1 Restrictions on Fill Operations

Fill work cannot commence in the fill area behind the south breakwater until after July 15, 2002 and cannot commence in the fill area behind the north breakwater until September 15, 2002. Due to these seasonal restrictions, if fill placement commences before September 15th, the material necessary to fill the area behind the north breakwater shall be stockpiled in the fill area behind the south breakwater. Once seasonal restrictions for the north area are lifted, this material can be transported via land-based vehicles to the fill area behind the north breakwater.

The Contractor shall protect the existing foundation structures shown on drawings. Care shall be taken during filling operations to ensure that the existing foundations structures are not undermined or damaged. Geotextile shall be secured in place over the foundation structures prior to placement of any fill. The initial lift of fill on the foundation structures shall be a minimum of 3 feet. Subsequent lifts of fill on the foundation structures shall be a minimum of 2 feet.

Due to the existence of cultural resources throughout the fill areas, no land based vehicles shall be permitted to drive anywhere within the fill area until a minimum of 2 feet of stable fill has been placed within the fill areas and 3 feet of stable fill has been placed on top of the existing foundation structures.

The Contractor shall ensure that any movement of pipeline or equipment is done, with recognition to the public presence, in accordance with the approved Accident Prevention Plan.

3.8 COMPACTION

No compaction of existing subgrade will be required. No compaction of fill placed behind breakwater will be required if dredged fill is used. If offsite borrow material is used to fill the areas behind the breakwaters, compaction shall be performed by two passes of tracked land-based equipment per lift during placement of fill. The Contractor shall note the restrictions on use of land based equipment specified in paragraph entitled Restrictions on Fill Operations.

3.8.1 General Site

Compact underneath areas designated for vegetation to 85 percent of ASTM D 698.

3.9 GRADING

For the fill areas behind the north and south breakwaters, if dredged fill is used, finish grades and tolerances shall be as specified in Section 02390 DREDGED FILL. If other approved fill is used in these areas, finish

grades shall be as indicated within one-tenth of one foot. For existing grades that will remain but which were disturbed by Contractor's operations, grade as directed.

3.10 SEEDING

3.10.1 Planting in General Fill Areas

Scarify existing subgrade. Provide 4 inches of topsoil for newly graded finish earth surfaces and areas disturbed by the Contractor. If there is insufficient on-site topsoil meeting specified requirements for topsoil, provide topsoil required in excess of that available. Seed shall be 50% perennial rye and 50% red fescue. Provide seed at 5 pounds per 1000 square feet. Provide CID A-A-1909, Type I, Class 2, 10-10-10 analysis fertilizer at 25 pounds per 1000 square feet. Provide commercial agricultural limestone of 94-80-14 analysis at 70 pounds per 1000 square feet. Provide mulch and water to establish an acceptable stand of grass.

3.11 Plantings in Drainage Ditches

The plantings for ditches shall be Spike Grass (*Distichlis Spicata*), also known as Salt Grass. The plantings shall be plugs spaced 12" to 18" apart and planted in Spring to Late Summer. With approval of the Contracting Officer, the Contractor may use dormant bare-root plants, which would allow planting outside the normal season.

3.12 DISPOSITION OF SURPLUS MATERIAL

Remove from Government property surplus or other soil material not required or suitable for filling or backfilling, and brush, refuse, stumps, roots, and timber.

3.13 FIELD QUALITY CONTROL

3.13.1 Sampling

Take the number and size of samples required to perform the following tests.

3.13.2 Testing

Perform one of each of the following tests for each material used. Provide additional tests for each source change. Test dredged fill materials in accordance with the requirements in Section 02390 DREDGED FILL. Test all other general fill materials in accordance with ASTM C 136 for conformance to ASTM D 2487 gradation limits; ASTM D 1140 for material finer than the 75 micrometers (No. 200) sieve; ASTM D 4318 for liquid limit and for plastic limit; ASTM D 698 for moisture density relations, as applicable.

3.14 MEASUREMENT AND PAYMENT

3.14.1 Fill Behind North and South Breakwaters

3.14.1.1 Dredged Fill

Measurement and payment for dredged fill material placed behind the north and south breakwaters shall be as specified in Section 02390 DREDGED FILL.

3.14.1.2 General Fill

Fill material placed in the designated area within the allowable tolerance will be measured for payment by the cubic yard in place in the fill areas behind the north and south breakwaters. The total number of cubic yards placed will be computed by the average-end-area method from cross-section surveys obtained by the Contractor immediately before and after the fill operations as required by Special Clause: QUANTITY SURVEYS. The volume so computed will be the pay quantity for the contract. Payment for placing and grading the fill material will be made at the contract unit price per cubic yard for Base Bid Item No. 2, "Fill". Payment for this Bid Item shall also include full compensation to the Contractor for conducting pre-placement condition surveys, fill testing, planting, and performing all surveys required for quantity computations.

3.14.2 Trench Excavation and Backfilling

No separate measurement or payment will be made for the work specified in this section associated with trench excavation and backfilling. All costs in connection therewith shall be considered incidental to Base Bid Item No. 10 "South Drainage Pipe Installation" and Option Bid Item No. 2 "North Drainage Pipe Installation", as specified in Section 02630 DRAINAGE PIPE INSTALLATION.

3.14.3 Excavation and Backfill at Sluice Gate Structures

No separate measurement or payment will be made for the work specified in this section associated with excavation and backfilling at the sluice gate structures. All costs in connection therewith shall be considered incidental to Base Bid Item No. 9 "South Sluice Gate Restoration" and Option Bid Item No. 1 "North Sluice Gate Restoration", as specified in Section 02200 SLUICE GATE RESTORATION.

3.14.4 Drainage Ditch Behind South Breakwater

The work specified in this section for construction of the south drainage ditch will be measured for payment by the cubic yard of excavation satisfactorily performed. Payment will be made at the contract unit price for Base Bid Item No. 7 "South Drainage Ditch", which shall constitute full compensation to the Contractor for construction of the drainage ditch behind the south breakwater, including all required excavation, shaping, and grading to the elevations, lines and slopes indicated.

3.14.5 Drainage Ditch Behind North Breakwater

The work specified in this section for construction of the north drainage ditch will be measured for payment by the cubic yard of excavation satisfactorily performed. Payment will be made at the contract unit price for Option Bid Item No. 3 "North Drainage Ditch", which shall constitute full compensation to the Contractor for construction of the drainage ditch behind the north breakwater, including all required excavation, shaping, and grading to the elevations, lines and slopes indicated.

3.14.6 Plantings in South Drainage Ditch

The work specified in this section will be measured for payment by the square foot of area planted satisfactorily. Payment will be made at the contract unit price for Base Bid Item No. 11, "Plantings, South Drainage Ditch", which shall constitute full compensation to the Contractor for obtaining the plantings and placing them within the south drainage ditch.

3.14.7 Plantings in North Drainage Ditch

The work specified in this section will be measured for payment by the square foot of area planted satisfactorily. Payment will be made at the contract unit price for Option Bid Item No. 4, "Plantings, North Drainage Ditch", which shall constitute full compensation to the Contractor for obtaining the plantings and placing them within the north drainage ditch.

-- End of Section --

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SECTION 02390

DREDGED FILL

PART 1 GENERAL

1.1 SCOPE

The work covered by this section consists of furnishing all labor, materials, plant and equipment, and performing all operations required for conducting pre-placement condition surveys, removal of the material from Borrow Area(s) located offshore, and placing the material in the fill areas within the limits specified herein and shown on the drawings.

NOTE: Unexploded ordnance construction support is required for the duration of the contract. See Section 02080 UNEXPLODED ORDNANCE (UXO) CONSTRUCTION SUPPORT.

1.2 REFERENCES

The following references form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 422 (1990) Standard Method for Particle-Size Analysis of Soils

CODE OF FEDERAL REGULATIONS (CFR)

33 CFR 156 Oil and Hazardous Material Transfer Operations

ENGINEERING MANUALS (EM)

EM 1110-1-1005 (31 Aug 1994) Topographic Surveying Manual

EM 1110-2-1003 (2002) Hydrographic Surveying Manual

1.3 ORDER OF WORK

All dredging under this contract shall be subject to the following seasonal time restrictions: Hopper dredging in the Delaware River, downstream of the Delaware Memorial Bridges (Station 180+300), will be restricted as described in the paragraph entitled "Sea Turtle and Shortnose Sturgeon Modifications (Hopper Dredging Only)", as specified in Section 01355 ENVIRONMENTAL PROTECTION.

1.4 CHARACTER AND LOCATION OF BORROW MATERIAL

1.4.1 Character of Borrow Material

The character of the material in Borrow Area(s) is believed to be as indicated by the results of Government-conducted sampling. Test Pit Logs are included on the drawings of this contract. The locations of the test pits in the borrow area are also shown on the drawings. Photographs of the material from the test pits area available from the Contracting Officer

upon request.

1.4.2 Location of Borrow Area

The borrow area is located within the Delaware River, in the New Castle Range, between Station 219+000 and 223+000. The location of the borrow area and the limits to which removal of material is permitted is shown on the drawings. The maximum allowable depth for removal of material from the borrow area is -46 feet Mean Lower Low Water, with no side or end slopes (box cut). Unless specifically directed by the Contracting Officer, no payment will be made for material removed from outside the borrow area limits. If during the progress of the work it is determined that the borrow area does not contain a sufficient quantity of material for completion of the project, the Contracting Officer may extend the borrow area limits shown on the drawings.

1.4.3 Nature of Borrow Area

The surveys of the borrow area included in the plans were taken on 13 and 14 April 2000. However, the borrow area conditions are dynamic in nature, and the soundings in the plans may not be an accurate representation of the depths and conditions existing at the commencement of dredging operations in this contract. Before-dredging surveys shall be conducted immediately prior to dredging, and, after-dredging surveys shall be conducted immediately following final dredging, as specified in paragraph entitled SUBMITTALS, below, and Special Clause: QUANTITY SURVEYS.

The information depicted on the test pit logs represent the results of subsurface explorations made on the dates indicated and can only be considered as conditions existing at that time.

1.5 SITE CONDITIONS

Bidders are expected to examine the site of the work in accordance with Contract Clause: SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK to determine the conditions affecting their operations. The Contractor shall be responsible for compliance with all applicable Federal, State, County, and local regulations regarding weight limitations and other vehicle restrictions regarding the use of these routes. The Contractor shall schedule work in accordance with the restrictions given in Section 00800, Performance of Work.

1.6 FUEL OIL HANDLING

The Contractor shall assure that all fuel oil transfer operations to or from his plant comply with all applicable Federal, State, and municipal laws, codes, and regulations. The Contractor shall incorporate in his accident prevention plan, required under Contract Clause: ACCIDENT PREVENTION, sufficient information to demonstrate compliance with 33 CFR 156 and all other applicable laws, codes, and regulations.

1.7 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-05 Design Data

Before- and After-Dredging Surveys of Borrow Area; G,DO.

A copy of the before-dredging soundings shall be submitted to the Contracting Officer not more than 15 days prior to the start of dredging.

After-dredging survey of the borrow area shall be completed within 10 days of completion of dredging. The borrow area survey shall be performed as required in Special Clause: QUANTITY SURVEYS.

Surveys; G,DO.

Topographic surveys shall be obtained of: existing conditions; after placement of the lower portion of the riprap behind the breakwater; after placement of fill; and , after placement of the stone wall and upper portion of riprap. The surveys shall be conducted as specified in Paragraph "Survey Requirements" herein and as required in Special Clause: QUANTITY SURVEYS. Surveys shall be submitted to the COR within 48 hours of the completion of the surveys.

SD-02 Shop Drawings

Borrow Area; G,COR.

The Contractor shall provide a map of the borrow area, to scale, with the Contractor-assigned stationing and range information. This map will be used by the Government to identify the location of dredging on a daily basis. The Contractor shall indicate on that mapping which corner of the borrow area is 0,0.

SD-07 Certificates

Qualifications; G,COR.

Qualifications of land surveyor shall be provided, including copies of licenses.

Pumpout Plan; G,COR.

If a hopper dredge is used for the contract work, the Contractor shall submit to the Contracting Officer for approval, prior to the start of work, its plan for pumpout of excavated material from the dredge to the fill area. The plan shall include the description, dimensions, and location of the proposed mooring facility.

Surveying Procedures and Equipment; G,COR.

All surveying procedures, methods and equipment for land surveys shall be reviewed and approved by the Government Survey Point of Contact prior to the conduct of any type of surveying work.

SD-06 Test Reports

Test Reports; G,COR.

Copies of all laboratory and field test reports shall be submitted to the Contracting Officer within one week after completion of

each test.

Fuel Usage.

The Contractor shall furnish the Contracting Officer reports, to be received on or before the last day of each month, listing the totals of fuels consumed by the dredging plant and supporting vessels. The reports shall separately list the quantities of each type of fuel used. The reports shall cover the period from the 25th of the preceding month to the 25th of the current month.

1.8 QUALIFICATIONS OF SURVEYOR

All surveys must be performed by an independent survey company. All land surveys shall be performed under the direction and supervision of a Professional Licensed Surveyor. All hydrographic surveys shall be conducted by a Licensed Surveyor certified by the American Congress on Surveying and Mapping (ACSM).

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL

The Contractor shall obtain onshore pre-placement condition survey cross sections, between Station 1+00 and Station 10+50 behind the south breakwater and between Station 0+50 and 5+80 behind the north breakwater, within 30 days after the Notice to Proceed, prior to the placement of any riprap, stone or fill.

3.2 GENERAL SURVEY REQUIREMENTS

3.2.1 General

The Contractor shall be responsible for conducting all surveys as required to demonstrate that the construction is in compliance with the specifications and the cross-sections shown on the drawings. Surveys shall be taken of: existing conditions; after placement of the lower portion of the riprap behind the breakwater; after placement of fill; and , after placement of the stone wall and upper portion of riprap. The before and after cross-sections shall be taken every 25 feet. The cross sections shall be taken perpendicular to the centerlines of the north and south breakwater. Elevations along the cross-sections shall be taken at a maximum of 10 foot intervals, and at all changes in grade. However, wherever surveys are of stone structures, the elevations along the cross-sections shall be taken at at a maximum of 5-foot intervals. In all cases, sufficient elevations shall be taken as necessary to describe all topographic features.

3.2.2 Control

Survey control will be established from the existing survey control description data and construction baseline information as shown on the contract drawings and listed in Section 00840. The Contractor shall utilize Mean Lower Low Water (MLLW) as the vertical datum for elevation references for all cross sections. The Contractor shall utilize North American Datum (NAD) 1983 as the horizontal datum. New Jersey State Plane Coordinate System shall be used where actual geo-positioning is required.

3.2.3 Tolerances

The land portion of the cross-section lines shall be surveyed utilizing surveying procedures and methodology that meet or exceed accuracy tolerances of +/- 0.10 feet in the vertical and +/- 0.50 feet in the horizontal, with a 95% confidence level. All topographic or land based surveys performed in conjunction with this contract shall meet all criteria outlined in EM 1110-1-1005.

All surveying procedures, methods and equipment for all surveys shall be reviewed and approved by the Government Survey Point of Contact prior to the conduct of any type of surveying work. This review process shall also include the review and acceptance of the Surveyor's Qualifications, as defined in the Paragraph entitled: "Qualifications of Surveyor".

3.2.4 Borrow Area Surveys

Borrow area surveys shall meet criteria outlined in EM 1110-2-1003. Borrow area surveys shall be conducted as required in Special Clause: QUANTITY SURVEYS and as specified in paragraph entitled Hydrographic Surveys.

3.2.5 Data Submittal

All survey cross-section and borrow area survey data shall be reduced and tabulated as a series of offset and elevation pairs. Horizontal distances of each survey point shall be referenced as negative when left of the breakwater centerline and positive when right of the breakwater centerline.

In addition, all survey points shall be recorded in three dimensions, using the **New Jersey** State Plane Coordinate System, **NAD 83** and MLLW for elevations. The data shall be entered into a digital format in the DOS operating system on 1.44 Mb 3 1/2" double sided/high density micro disks. The data shall be submitted in the following files:

ASCII files compatible with the Interactive Survey Reduction Program (ISRP) 2-D Format (Version 2.8) using distances offset from the baseline (X) and elevation (Z).

ASCII files having a descriptive header for each profile line followed by three columns: Eastings (X), Northings (Y) and Elevation (Z).

Plotted cross section drawings in AutoCAD 2000 format shall also be submitted for each cross section survey taken. The grid spacing shall be 10 feet in the vertical and 10 feet in the horizontal. Each drawn cross section shall show the station that it was taken from. These drawings shall be submitted on CD.

3.3 PRE-PLACEMENT CONDITION SURVEYS

3.3.1 General

The cross sections shall be obtained at the cross-section locations shown on the drawings. The cross sections shall extend landward from the existing breakwaters to beyond the approximate limit-of-fill line shown on the drawings.

3.4 PLACEMENT OF FILL

3.4.1 General

Fill material shall be placed and shaped to the fill slopes and elevations shown on the drawings. The placement shall be initiated in the area behind the south breakwater. There shall be no pronounced ridges or wash holes in the final grades and slopes unless otherwise indicated. The Contractor shall remove all cobbles larger than 6-inches from the fill area after final grading. A vertical tolerance of plus 6-inches will be permitted on the grades and slopes. No negative tolerance will be permitted. The Contractor shall conduct his work operations so that no areas landward of the limit-of-fill lines shown on the drawings are disturbed. A spreader section shall be used at the discharge end of the pipeline for uniform distribution of the fill material. Land-based equipment shall be used for grading the fill material.

All dredged material shall be hydraulically placed. The Contractor may only place fill within the limits of the fill areas as shown on the contract drawings. If the Contractor stockpiles material and subsequently uses land-based equipment to move the material to its final position, the Contractor shall wait 24 hours before after-surveys are conducted of that area.

During the operation of placing fill material, all debris resulting from construction operations shall be removed from the work site and disposed of at the Contractor's expense. Such disposal shall comply with all applicable Federal, state, and local laws. Such materials shall be removed from the site of the work before the date of completion of the work under these specifications.

3.4.2 Restrictions on Fill Operations

The Contractor shall comply with restrictions on fill operations as specified herein and in Section 02315 EXCAVATION AND FILL. Filling operations shall be conducted so that the pumped material does not run back toward the fort or existing sluiceway. During filling operations, pumping must cease when the elevation of the pumped material reaches +7 ft to prevent flow overland toward the fort. Pumping operations may resume when the pumped material has subsided. The discharge end of the pipeline shall not be located within 50 feet of the existing foundation structures located within the southern fill area.

3.4.3 Hydraulic and Hopper Dredges

All pipelines used with hydraulic dredges shall be kept in good condition at all times, and any leaks or breaks shall be promptly repaired. Material excavated by hopper dredge shall be loaded into bins or hoppers. The material shall be pumped directly to the fill area by a means which will prevent the loss of any material into the river. Special care shall be taken to assure that hoppers do not leak during any phase of the contract work.

3.4.4 Accident Prevention Plan

Barricades, warning signs, and lights shall be provided by the Contractor, subject to the approval of the Contracting Officer as part of the accident prevention plan, for the protection and safety of the public using the adjacent areas. All barricades, warning signs, and lights shall be installed prior to the start of any work.

3.5 CONTRACTOR QUALITY CONTROL

3.5.1 Contractor Reports

The Contractor shall prepare and maintain Daily Report of Operations forms, and shall furnish signed copies thereof with the daily Quality Control Records required in Section 01450 CONTRACTOR QUALITY CONTROL to the Contracting Officer. Copies of the Daily Construction Quality Report and Report of Operations forms to be used are attached to the end of that section. The Contractor shall indicate on these daily forms the location and depth of dredging in the borrow area. The location shall be easily located on the map of the borrow area provided as a submittal.

3.5.2 Samples and Testing

The Contractor shall obtain samples of fill material from the finished fill area at random locations not more than 100 feet apart not more than two days following placement and final grading of fill and have them tested for grain size distribution in accordance with ASTM D 422. All testing shall be performed by a Corps of Engineers approved laboratory as specified in Section 01450 CONTRACTOR QUALITY CONTROL. Samples shall be obtained at two points during the filling work: at the midpoint of pumping operations and at the conclusion of pumping operations. At each of these times, the Contractor shall collect no more than five samples of fill material before sending the samples to the laboratory. The results of each test shall be recorded on ENG Form 2087, a copy of which is included in Section 00845 of this contract. The Contractor shall also record on ENG Form 2087 the location of the dredge within the borrow area and the depth of dredging at the time of placement of the material sampled. Test results shall be submitted to the Contracting Officer within one week after completion of the laboratory testing.

3.5.3 Form Preparation

Instructions regarding the preparation of all required forms will be provided at the Contractor Quality Control Coordination Meeting.

3.6 MEASUREMENT AND PAYMENT

3.6.1 Mobilization and Demobilization

All costs connected with the mobilization and demobilization of the Contractor's plant and equipment will be paid for at the lump sum price for this item as listed in the Bidding Schedule. Sixty percent (60%) of the lump sum price will be paid to the Contractor upon completion of his mobilization at the work site. The remaining forty percent (40%) will be included in the final payment for work under this contract.

3.6.1.1 Contractor Furnished Cost Data

In the event the Contracting Officer considers that the amount in this item (sixty percent) which represents mobilization, does not bear a reasonable relation to the cost of the work in this contract, the Contracting Officer may require the Contractor to furnish cost data to justify this portion of the bid price. Failure to justify such price to the satisfaction of the Contracting Officer will result in the payment of actual mobilization costs, as determined by the Contracting Officer, at the completion of mobilization. The payment of the remainder of this item will be included in the final payment under the contract. The determination of the Contracting

Officer in these circumstances is not subject to appeal.

3.6.1.2 Mobilization and Demobilization Costs for Base Bid

All costs in connection with the mobilization and demobilization of the Contractor's plant and equipment as defined below shall be included in the contract lump sum price for Base Bid Item No. 1 "Mobilization and Demobilization".

a. Mobilization shall include all costs for operations accomplished prior to commencement of actual fill placement; that is transfer of all plant and equipment to the work site, initial installation of pipelines, and all other incidentals in advance of fill placement operations.

b. Demobilization shall include general preparation for transfer of the plant and equipment to the Contractor's home or standby base, removal of pipelines, cleanup, and the transfer of plant and equipment to the home or standby base.

3.6.2 Hydrographic Surveys

Hydrographic surveys will be conducted to meet requirements for Hydrographic Performance Standards for Contract Payment Surveys, as outlined in EM 1110-2-1003. These surveys will be performed by single transducer sounding techniques, multi-beam sweep surveys, or both. Bottom soundings will be obtained by the single beam survey fathometer operating on a frequency ranging from 190 Khz to 210 Khz. When utilizing multi-beam technology, the operating frequency will range from 180 Khz to 250 Khz. All fathometers will be calibrated following procedures outlined in the aforementioned engineering manual.

3.6.3 Placement of Fill for Base Bid

Fill material placed in the designated area within the allowable tolerance will be measured for payment by the cubic yard in place in the fill areas behind the north and south breakwaters. The total number of cubic yards placed will be computed by the average-end-area method from cross-section surveys or by computing the surface-to-surface quantity based on before and after DTMs generated from the cross-section survey data as obtained by the Contractor immediately before and after the fill operations as required by Special Clause: QUANTITY SURVEYS and as specified herein. The volume so computed will be the pay quantity for the contract. A deduction of one cubic yard will be made from the pay quantity for every cubic yard of material removed from the borrow area below El. -46 feet MLLW. This deduction will be based on before-dredging surveys conducted immediately prior to dredging and after-dredging surveys conducted immediately following final dredging. Payment for placing and grading the fill material will be made at the contract unit price per cubic yard for Base Bid Item No. 2, "Fill". Payment for this Bid Item shall also include full compensation to the Contractor for conducting pre-placement condition surveys, fill testing, plantings and performing all surveys of the borrow area and the surveys required for quantity computations.

-- End of Section --

SECTION 02630

DRAINAGE PIPE INSTALLATION

PART 1 GENERAL

1.1 SCOPE

The work covered by this section consists of furnishing all labor, material and equipment, and performing all operations required for placement of reinforced concrete pipe and precast concrete headwalls into the existing north and south sluice gate structures as specified herein and shown on the drawings.

NOTE: Unexploded ordnance construction support is required for the duration of the contract. See Section 02080 UNEXPLODED ORDNANCE (UXO) CONSTRUCTION SUPPORT.

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS
(AASHTO)

AASHTO M 198 (1994) Joints for Circular Concrete Sewer
and Culvert Pipe Using Flexible Watertight
Gaskets

AMERICAN CONCRETE PIPE ASSOCIATION (ACPA)

ACPA 01-102 (1988) Concrete Pipe Handbook

ACPA 01-103 (1990) Concrete Pipe Installation Manual

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 497 (1995) Steel Welded Wire Fabric, Deformed,
for Concrete Reinforcement

ASTM A 615/A 615M (1996; Rev. A) Deformed and Plain
Billet-Steel Bars for Concrete
Reinforcement

ASTM C 150 (1997) Portland Cement

ASTM C 76 (2000) Reinforced Concrete Culvert, Storm
Drain, and Sewer Pipe

ASTM C 443 (2001) Joints for Circular Concrete Sewer
and Culvert Pipe, Using Rubber Gaskets

ASTM C 923 (2000) Resilient Connectors Between
Reinforced Concrete Manhole Structures,
Pipes and Laterals

ASTM C 478

(1997) Precast Reinforced Concrete Manhole
Sections

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

Precast Concrete Structures; G,DO

Shop drawings for the precast concrete structures shall be submitted, showing all dimensions and tolerances. The drawings shall indicate any and all reinforcing and the locations of any connections or joints.

SD-03 Product Data

Concrete Pipe, Fittings and Jointing Materials; G,DO

Product data for the concrete pipe, including fittings and jointing materials shall be submitted attesting that the concrete pipe meets the physical and manufacturing requirements stated in these specifications.

SD-07 Certificates

Concrete Pipe; G.

Precast Concrete Structures; G.

Certificates shall be submitted for concrete pipe, fittings, joint materials and precast concrete structures attesting that tests set forth in each applicable referenced publication have been performed, whether specified in that publication to be mandatory or otherwise and that production control tests have been performed at the frequency or intervals specified in the publication. Other tests shall have been performed within 3 years of the date of submittal of certificates on the same type, class, grade, and size of material as is being provided for the project.

1.4 DELIVERY, STORAGE, AND HANDLING

1.4.1 Delivery and Storage

1.4.1.1 Piping

Inspect materials delivered to site for damage; store with minimum of handling. Do not store materials directly on the ground. Keep inside of pipes and fittings free of dirt and debris.

1.4.2 Handling

Handle pipe, fittings, and other accessories in a manner to ensure delivery to the trench in sound undamaged condition. Carry, do not drag pipe to trench.

PART 2 PRODUCTS

2.1 PIPE MATERIALS

2.1.1 Concrete Pipe

2.1.1.1 Concrete Pipe and Fittings

Storm drainage pipe shall be reinforced concrete pipe conforming to ASTM C 76, Class III. Circular pipe with elliptical reinforcement shall have a readily visible line no less than 12 inches long painted or otherwise applied on the inside and outside of the pipe at each end so that when the pipe is laid in the proper position, the line will be at the center of the top of the pipe. Fittings and specials shall conform to the applicable requirements specified for the pipe and shall be of the same strength as the pipe. Cement used in manufacturing pipe and fittings shall be Type II conforming to ASTM C 150.

2.1.1.2 Jointing Materials for Concrete Piping

Gaskets and pipe ends for rubber gasket joint shall conform to ASTM C 443. Gaskets shall be suitable for stormwater use.

2.2 MISCELLANEOUS MATERIALS

2.2.1 Drainage Structures

Provide precast headwall structures. Pipe-to-wall connections shall be mortared to produce smooth transitions and watertight joints or provided with ASTM C 923 resilient connectors.

2.2.1.1 Precast Concrete Structures

ASTM C 478, except as specified herein. Provide an air content of 6 percent, plus or minus 2 percent and a minimum wall thickness of 10 inches as shown on the contract drawings. ASTM A 615/A 615M reinforcing bars. ASTM A 497 welded wire fabric. ASTM C 443 or AASHTO M 198, Type B gaskets for joint connections. Provide a 4 inch layer of clean gravel bedding with a maximum size of 2 inches.

2.2.2 Bedding Stone

Bedding stone shall be as specified in Section 02315 EXCAVATION AND FILL.

PART 3 EXECUTION

3.1 EXCAVATION AND BACKFILLING

All excavation, trenching and backfilling shall be as specified in Section 02315 EXCAVATION AND FILL.

3.2 INSTALLATION OF PIPELINES AND APPURTENANT CONSTRUCTION

3.2.1 General Requirements for Installation of Pipelines

These requirements shall apply to pipeline installation except where specific exception is made under paragraph entitled "Special Requirements."

3.2.1.1 Pipe Laying and Jointing

Inspect each pipe and fitting before and after installation; remove those found defective from site and replace with new. Provide proper facilities for lowering sections of pipe into trenches. Lay pipe with the bell or groove ends in the upgrade direction. Adjust spigots in bells and tongues in grooves to produce a uniform space. Blocking or wedging between bells and spigots or tongues and grooves will not be permitted. Replace by one of the proper dimensions any pipe or fitting that does not allow sufficient space for proper calking or installation of joint material. At the end of each work day, close open ends of pipe temporarily with wood blocks or bulkheads. Provide batterboards not more than 25 feet apart in trenches for checking and ensuring that pipe invert elevations are as indicated. Laser beam method may be used in lieu of batterboards for the same purpose.

3.2.2 Special Requirements

3.2.2.1 Cleanout of Sluice Gate Structures

The sluice gate structures shall be cleaned out and restored as specified in Section 02200 SLUICE GATE RESTORATION. The concrete pipe shall not be set into the sluice gate structures prior to completion of the restoration work.

3.2.2.2 Installation of Concrete Piping

Concrete pipe shall be installed at the locations shown on the contract drawings, between the north and south sluiceway structures and the precast concrete headwalls. The pipe shall be installed with a straight alignment and uniform grade between sluice gate structures and concrete headwalls. Stone bedding shall be placed beneath the pipe as specified in Section 02315

EXCAVATION AND FILL. At the headwalls, the concrete pipe shall be set in the precast concrete headwalls according to manufacturer's recommendations.

At the sluice gate structures, the concrete pipe shall be set into the structures a minimum of 1 foot. The pipe opening shall be sealed around the concrete pipe with bricks and mortar. Install pipe and fittings in accordance with paragraph entitled "General Requirements for Installation of Pipelines" of this section and with the provisions for rubber gasket jointing and jointing procedures of ACPA 01-103 or of ACPA 01-102, Chapter 9. Make joints with the gaskets previously specified for joints with this piping. Clean and dry surfaces receiving lubricants, cements, or adhesives. Affix gaskets to pipe not more than 24 hours prior to the installation of the pipe. Protect gaskets from sun, blowing dust, and other deleterious agents at all times. Before installation of the pipe, inspect gaskets and remove and replace loose or improperly affixed gaskets.

Align each pipe section with the previously installed pipe section, and pull the joint together. If, while pulling the joint, the gasket becomes loose and can be seen through the exterior joint recess when the pipe is pulled up to within one inch of closure, remove the pipe and remake the joint.

3.2.3 Precast Concrete Headwall

Precast concrete headwall shall be installed at the locations indicated on the contract drawings. A 6 inch layer of bedding stone shall be placed

beneath the base of the headwall. Headwall shall have steel tie rods connecting the wing portions to the headwall at the locations indicated. Joints between headwall and pipes entering headwall shall be made with the resilient connectors specified for this purpose or mortared to produce a watertight joint; install in accordance with the recommendations of the connector manufacturer.

3.3 FIELD QUALITY CONTROL

3.3.1 Field Tests and Inspections

The Contracting Officer will conduct field inspections and witness field tests specified in this section. The Contractor shall perform field tests and provide labor, equipment, and incidentals required for testing. The Contractor shall be able to produce evidence, when required, that each item of work has been constructed properly in accordance with the drawings and specifications.

3.3.2 Pipeline Testing

Check each straight run of pipeline for gross deficiencies by holding a light in a manhole; it shall show a practically full circle of light through the pipeline when viewed from the adjoining end of line.

3.4 MEASUREMENT AND PAYMENT

3.4.1 South Drainage Pipe Installation

The work specified in this section for mobilization and preparatory work including transportation of barges, equipment and materials to the island, will not be measured for payment. All costs in connection therewith shall be included in the contract lump sum price for Base Bid Item No. 10, "South Drainage Pipe Installation". Payment for this bid item shall include the labor, equipment, and materials required to install reinforced concrete drainage pipe behind south breakwater, install precast concrete headwall and all required excavation, backfill and associated work.

3.4.2 North Drainage Pipe Installation

The work specified in this section for mobilization and preparatory work including transportation of barges, equipment and materials to the island, will not be measured for payment. All costs in connection therewith shall be included in the contract lump sum price for Option Bid Item No. 2, "North Drainage Pipe Installation". Payment for this bid item shall include the labor, equipment, and materials required to install reinforced concrete drainage pipe behind north breakwater, install precast concrete headwall and all required excavation, backfill and associated work.

-- End of Section --

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SECTION 04410

STONE WALL

PART 1 GENERAL

1.1 SCOPE

The work covered by this section consists of furnishing all labor, material and equipment, and performing all operations required for construction of an historical rough stone wall behind the existing north and south breakwaters as specified herein and shown on the drawings. This work includes the construction of a sample wall.

NOTE: Unexploded ordnance construction support is required for the duration of the contract. See Section 02080 UNEXPLODED ORDNANCE (UXO) CONSTRUCTION SUPPORT.

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-04 Samples

Sample Wall; G.

Sample wall shall be approved by the Government prior to construction of the new wall at the location indicated on the drawings. Notification of completion of the sample wall section shall be provided to the Government as specified in paragraph entitled SAMPLE WALL CONSTRUCTION.

SD-07 Certificates

Contractor Qualifications; G,DO

The Contractor shall furnish documentation to support the required level of experience in stone masonry work as specified in Paragraph entitled: "Qualifications".

Work Plan; G,DO

The Contractor shall provide a work plan covering all aspects of the work. Work plan shall include, but not be limited to, details regarding transportation of Government-furnished stone wall materials, construction of sample wall, construction of remaining wall, and all other aspects of the work.

1.3 DELIVERY, STORAGE, AND HANDLING

The Contractor is responsible for all delivery, storage and handling of stone and other materials to the site, which includes transporting the material and equipment from a storage area at Fort Mifflin to Pea Patch Island. Docking facilities are available at Fort Mifflin. The access point for offloading material at Pea Patch Island is shown on the contract

drawings.

1.4 INSTALLER QUALIFICATIONS

The granite installer shall be an experienced installer who has completed stone masonry work similar in material, design, and extent to that indicated for this project and with a record of successful in-service performance.

1.5 COORDINATION

Contractor will be required to coordinate use of the Fort Mifflin docking facilities with: Mr. Harry Faulls, at 215-365-1892. Contractor will be required to coordinate use of Pea Patch Island berthing area with: Mr. Phillip Gallo, DNREC, at 302-739-5284. The dock on the west side of Pea Patch Island (Pea Patch) will NOT be available to the Contractor. The Contractor will be required to install a temporary dock at the location indicated on the drawings, as specified in Section 01500 TEMPORARY CONSTRUCTION.

PART 2 PRODUCTS

2.1 STONE MATERIAL

The stone material for the historical stone wall shall be provided by the Government. The Government will also provide shop drawings detailing the stone wall layout prepared by the stone material supplier.

PART 3 EXECUTION

3.1 SAMPLE WALL CONSTRUCTION

The Contractor shall construct a finished sample wall on site to demonstrate the finished product. The sample wall shall be approximately 25 feet in length. The Contractor shall construct the wall in accordance with paragraph "WALL CONSTRUCTION", using the shop drawings provided by the stone material supplier. The sample wall may be constructed as the first 25 feet of the new stone wall, at the new wall location as indicated on the contract drawings. However, the Contractor may not proceed to construct new stone wall beyond the first 25 feet without approval of the sample wall by the Contracting Officer. The Contractor shall notify the Contracting Officer at least two weeks in advance of completion of the sample wall section to allow for coordination with the District Office and State Agencies for inspection and approval.

3.2 WALL CONSTRUCTION

The stone wall is to be constructed three (3) feet wide by four (4) feet high with sloped fill on the shore side and exposed on the inshore side. The south wall is approximately 770 feet long, and the north wall is approximately 515 feet long. The stone wall is to be founded on bedding stone as shown on the drawings and specified in Section 02275 STONE MATERIALS. The wall shall be constructed in accordance with the contract drawings and the shop drawings provided by the stone material supplier. The lengths of stone provided are to be randomly distributed to produce a wall of generally consistent appearance. The shop drawings provided by the stone material supplier show the stone pattern for 100 lineal feet of wall, which is to be repeated throughout the entire length of the new wall. The

stone is to be laid out so that all vertical joints are staggered at least 6 inches.

3.3 TOLERANCES

For vertical lines and surfaces, the variation shall not exceed $\frac{1}{2}$ " in 4 feet. For bed joints, top of wall, and other conspicuous horizontal lines, the variation shall not exceed 1" in 20 feet. For position shown in plan and related portion of wall, the variation of the wall from the baseline shall not exceed 1" in 20 feet. Measure variation from vertical, horizontal and position shown in plan as the variation of the average plane of the face of each stone from plumb, level, or dimensional plane.

3.4 MEASUREMENT AND PAYMENT

The work specified in this section for the construction of the stone wall will be measured for payment by the number of linear feet (LF) of wall satisfactorily constructed and accepted. Payment will be made at the contract unit price for Base Bid Item No. 6, "Stone Wall Construction". Payment for this bid item shall also include full compensation to the Contractor for delivery and handling of the Government-provided stone materials from Fort Mifflin to the construction site and construction of the sample wall.

-- End of Section --

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